



Amendment No. 9
to
Contract No. NN140000001
for
TEMPORARY EMPLOYMENT SERVICES.
between
Workquest
and the
City of Austin, Texas

- 1.0 The City hereby holds over the above referenced contract for a period of 120 days in accordance with the hold over language in Section 4, Term and Termination of the contract.
- 2.0 Effective upon signature, the term of the holdover will be December 15, 2019 to April 13, 2020.
- 3.0 The total Contract amount is unchanged for the hold over period. The total authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 12/15/13 – 12/14/16	\$1,373,800.00	\$1,373,800.00
Amendment No. 1: Admin Increase 6/8/16	\$58,000.00	\$1,431,800.00
Amendment No. 2: Extension – Option 1 12/15/16-12/14/17	\$457,933.00	\$1,889,733.00
Amendment No. 3: Admin Increase 12/22/16	\$58,000.00	\$1,947,733.00
Amendment No. 4: Extension – Option 2 12/15/17-12/14/18	\$457,933.00	\$2,405,666.00
Amendment No. 5: Vendor Change 10/23/18	\$0.00	\$2,405,666.00
Amendment No. 6: Extension – Option 3 12/15/18-12/14/19	\$457,933.00	\$2,863,599.00

Amendment No. 7: Admin Increase 2/21/19	\$20,000.00	\$2,883,599.00
Amendment No. 8: Added Austin Transportation Department	\$0.00	\$2,883,599.00
Amendment No. 9: 120 Holdover 12/15/19 – 04/13/20	\$0.00	\$2,883,599.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 10-25-19

Printed Name:

Authorized Representative

Mike Pierulla

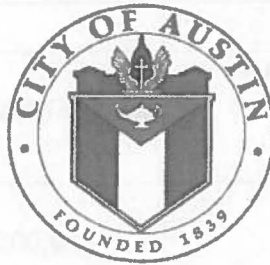
Signature & Date:



Matthew Duree, Procurement Manager
City of Austin Purchasing Office

10-30-19

Workquest
1011 E 53RD 1/2 ST
AUSTIN, TX 78751



Amendment No. 8
 to
Contract No. NN140000001
 for
TEMPORARY EMPLOYMENT SERVICES.
 between
 Workquest
 and the
 City of Austin, Texas

1.0 The City hereby submits notice to the above referenced contractor to update Contract Section 1.5 Contract Administration and Austin Transportation Department (ATD). ATD designated Anthony Forcier as their Department TIBH Administrator, contact Anthony.Forcier@austintexas.gov (512) 974-4067, who will be responsible for administering the terms of the Contract, in coordination with the City's Contract Managers.

5.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 12/15/13 – 12/14/16	\$1,373,800.00	\$1,373,800.00
Amendment No. 1: Admin Increase 6/8/16	\$58,000.00	\$1,431,800.00
Amendment No. 2: Extension – Option 1 12/15/16-12/14/17	\$457,933.00	\$1,889,733.00
Amendment No. 3: Admin Increase 12/22/16	\$58,000.00	\$1,947,733.00
Amendment No. 4: Extension – Option 2 12/15/17-12/14/18	\$457,933.00	\$2,405,666.00
Amendment No. 5: Vendor Change	\$0.00	\$2,405,666.00

Revised 8/4/2014

10/23/18		
Amendment No. 6: Extension – Option 3 12/15/18-12/14/19	\$457,933.00	\$2,863,599.00
Amendment No. 7: Admin Increase 2/21/19	\$20,000.00	\$2,883,599.00
Amendment No. 8: Added Austin Transportation Department	\$0.00	\$2,883,599.00


6.0 MBE/WBE goals were not established for this contract.

7.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 5-6-19

Printed Name: Mike Pierella
Authorized Representative

Signature & Date:

 5.6.19

Cyrenithia Ellis, Procurement Manager
City of Austin Purchasing Office

Workquest
1011 E 53RD 1/2 ST
AUSTIN, TX 78751

Revised 8/4/2014



Amendment No. 7
to
Contract No. NN140000001
for
Temporary Employment Services
between
Workquest
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase available funding to pay for services in an amount not to exceed \$20,000.00 effective 2/21/2019.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 12/15/2013 – 12/14/2016	\$1,373,800.00	\$1,373,800.00
Amendment No. 1: Admin Increase 06/08/2016	\$58,000.00	\$1,431,800.00
Amendment No. 2: Extension – Option 1 12/15/2016 – 12/14/2017	\$457,933.00	\$1,889,733.00
Amendment No. 3: Admin Increase 12/22/2016	\$58,000.00	\$1,947,733.00
Amendment No. 4: Extension – Option 2 12/15/2017 – 12/14/2018	\$457,933.00	\$2,405,666.00
Amendment No. 5: Vendor Change 10/23/2018	\$0.00	\$2,405,666.00

Revised 8/4/2014

Amendment No. 6: Extension - Option 3 12/15/2018 – 12/14/2019	\$457,933.00	\$2,863,599.00
Amendment No. 7: Admin Increase 02/21/2019	\$20,000.00	\$2,883,599.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

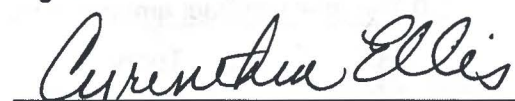
 2-25-19

Printed Name: Mike Pierulla

Authorized Representative

Workquest
1011 E 53rd 1/2 St
Austin, TX 78751-1703

Signature & Date:



Cyrennia Ellis, Procurement Manager
City of Austin Purchasing Office



Amendment No. 6
to
Contract No. NN14000001
for
Temporary Employment Services
between
Workquest
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 15, 2018 through December 14, 2019. No options will remain.
- 2.0 The total contract amount is increased by \$457,933.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/15/2013 – 12/14/2016	\$1,373,800.00	\$1,373,800.00
Amendment No. 1: Administrative Increase 06/08/2016	\$58,000.00	\$1,431,800.00
Amendment No. 2: Extension – Option 1 12/15/2016 – 12/14/2017	\$457,933.00	\$1,889,733.00
Amendment No. 3: Administrative Increase 12/22/2016	\$58,000.00	\$1,947,733.00
Amendment No. 4: Extension – Option 2 12/15/2017 – 12/14/2018	\$457,933.00	\$2,405,666.00
Amendment No. 5: Vendor Change 10/23/2018	\$0.00	\$2,405,666.00
Amendment No. 6: Extension – Option 3 12/15/2018 – 12/14/2019	\$457,933.00	\$2,863,599.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Mike Pierutta 11-27-18

Printed Name: Mike Pierutta
Authorized Representative

Workquest
1011 East 53rd-1/2 Street
Austin, Texas 78751-1703
(512) 451-8145
amonk@tibh.org

Sign/Date: Cyrenthia Ellis 11/28/18

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
to
Contract No. NN140000001
For
Temporary Employment Services
Between
TIBH Industries, Inc.
with
Goodwill Temporary Services
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	TIBH Industries, Inc. dba TIBH dba TIBH Industries dba TIBH Central Store	Workquest
Vendor Code	TEX4818500	TEX4818500
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 5 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

Date

10-23-18



Amendment No. 4
to
Contract No. NN140000001
for
Temporary Employment Services
between
Texas Industries for the Blind and Handicapped (Assignor)
Goodwill Temporary Services (Assignee).
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to exercises the extension option. Effective December 15, 2017 to December 14, 2018. One option remain.
- 2.0 The total contract amount is increased by \$457,933.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/15/2013 – 12/14/2016	\$1,373,800.00	\$1,373,800.00
Amendment No.1: Administrative Increase 06/08/2016	\$58,000.00	\$1,431,800.00
Amendment No.2: Option 1 12/15/2016 – 12/14/2017	\$457,933.00	\$1,889,733.00
Amendment No.3: Administrative Increase 06/08/2016	\$58,000.00	\$1,947,733.00
Amendment No.4: Option 2 12/15/2017 – 12/14/2018	\$457,933.00	\$2,405,666.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date *Roxy VanLoo* 11-9-17
Printed Name: Roxy VanLoo
Authorized Representative

Signature & Date *Linell Goodin-Brown* 12/9/17
Linell Goodin-Brown, Contract Management Supervisor II
City of Austin
Purchasing Office

Texas Industries for the Blind and Handicapped
1011 E 53RD 1/2 ST
Austin, Texas 78751

Signature & Date: *Mark Hienstra* 11/8/2017
Printed Name: MARK HIENSTRA
Authorized Representative Chief Executive Officer

Goodwill Temporary Services



Amendment No. 3
to
Contract No. NN140000001
for
Temporary Employment Services
between
TIBH Industries, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to administratively increase available funding in an amount not to exceed \$58,000 effective 12/22/2016.

2.0 The total contract amount is increased by \$58,000:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 12/15/2013 – 12/14/2016	\$1,373,800.00	\$1,373,800.00
Amendment No.1: Administrative Increase 06/08/2016	\$58,000.00	\$1,431,800.00
Amendment No. 2: Option 1 12/15/2016-12/14/2017	\$457,933.00	\$1,889,733.00
Amendment No. 3: Administrative Increase 12/22/2016	\$58,000.00	\$1,947,733.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Abby Monk for Mike Pierella

Date 12/22/2016

Printed Name: Abby Monk on behalf
of Mike Pierella
Authorized Representative
TIBH Industries, Inc.
1011 E. 53rd Street
Austin, TX 78751

Signature & Date:

Danielle Lord 12/29/16

Danielle Lord, Corporate Purchasing Manager
City of Austin Purchasing Office



Amendment No. 2
to
Contract No. NN140000001
for
Temporary Employment Services
between
Texas Industries for the Blind and Handicapped (Assignor)
Goodwill Temporary Services (Assignee).
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to exercises the extension option. Effective December 15, 2016 to December 14, 2017. Two options remain.
- 2.0 The total contract amount is increased by \$457,933.00:

Term	Contract Amount this period	Total Contract Amount
Basic Term: 12/15/2013 – 12/14/2016	\$1,373,800.00	\$1,373,800.00
Amendment No.1: Administrative Increase 06/08/2016	\$58,000.00	\$1,431,800.00
Amendment No.2: Option 1 12/15/2016 – 12/14/2017	\$457,933.00	\$1,889,733.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Texas Industries for the Blind and Handicapped

City of Austin

Signature & Date *Roxy VanLoe* 11-30-16

Signature & Date *Linell Goodin-Brown* 12-8-16

Printed Name: Roxy VanLoe

Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

Authorized Representative

1011 E 53RD 1/2 ST
Austin, Texas 78751

Goodwill Temporary Services

Signature & Date: *Mark Hester* 11/28/2016

Printed Name: Mark Hester

Authorized Representative



Amendment No. 1
to
Contract No. NN140000001
for
Temporary Employment Services
between
TIBH Industries, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to administratively increase available funding in an amount not to exceed \$58,000 effective 06/08/16.

2.0 The total contract amount is increased by \$58,000:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 12/15/2013 – 12/14/2016	\$1,373,800.00	\$1,373,800.00
Amendment No.1: Administrative Increase 06/08/2016	\$58,000.00	\$1,431,800.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Abby Mark

Date 6/8/2016

Printed Name: Abby Mark

Authorized Representative
TIBH Industries, Inc.
1011 E. 53rd Street
Austin, TX 78751

Signature & Date:

Danielle Lord 6/8/16

Danielle Lord, Corporate Purchasing Manager
City of Austin Purchasing Office



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

January 2, 2014

TIBH Industries, Inc.
c/o Goodwill Temporary Services
Attn. Mr. Hiemstra, President
1015 Norwood Blvd.
Austin, TX 78753

Dear Mr. Hiemstra,

The City of Austin approved the execution of a contract with TIBH Industries, Inc. for Temporary Personnel Services in accordance with the following:

Responsible Department:	Human Resources
Department Contact Person:	Mary Smith
Department Contact Email Address:	Mary.Smith@austintexas.gov
Department Contact Telephone:	512-974-3232
Project Name:	Temporary Personnel Services
Contractor Name:	TIBH Industries, Inc.
Contract Number:	MA 5800-NN140000001
Contract Period:	12/15/13 – 12/14/2016
Contract Amount:	\$1,373,800 NTE and in accordance with City of Austin and TIBH Industries, Inc Agreement for these services.
Extension Options:	Three 12-mo extension options
Requisition Number:	RQM 5800-13101400020
Agenda Item Number:	29
Council Approval Date:	11/21/13

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

A handwritten signature in cursive script that reads "Rosemary Ledesma".

Rosemary Ledesma
Corporate Purchasing Manager
City of Austin
Purchasing Office
Financial Services Department

Enclosure – Executed Contract

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
TIBH Industries, Inc.
With
Goodwill Temporary Services, Austin, Texas
For
Temporary Personnel Services**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and TIBH Industries, Inc. ("Contract Assignor") which has assigned the performance of this contract to Goodwill Temporary Services (Assignee), hereinafter referred to as the "Contractor"), having offices at 1011 East 53 ½ Street, Austin, Texas 78751 and becomes effective on December 15, 2013.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor (or assignee) shall be responsible for the acts or omissions of its temporary employees and agents in performing this contract. The Contractor (or assignee) shall comply with all federal and state tax laws and withholding requirements. Individual City Departments shall not be liable to Contractor (or assignee) or its employees for unemployment or worker's compensation coverage or federal and/or state employment tax requirements. The Contractor shall be available to the City Contract Managers to discuss and resolve any contractual issues that might arise during the term of the Contract and shall participate regularly in conference calls or meetings for status reporting and/or procedural changes.

1.3 **Responsibilities of the City.** The City has designated a Contract Manager to be responsible for exercising general oversight and direction of Contractor's efforts in providing services under this Contract. The City's Contract Manager will represent the interests of the City in resolving any and all issues that may arise during the execution of this Contract. Specifically, the Contract Manager, in coordination with the City's Departmental TIBH Administrators, will be available to the Contractor to discuss and resolve any contractual issues that might arise during the term of the Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and will approve all invoices for payment, as appropriate. The City Contract Managers shall give the Contractor timely feedback on the acceptability of services provided under this Contract.

1.4 **Designation of Key Personnel.** The Contractor's Contract Managers for this engagement shall be Mike Pierulla, TIBH Marketing Representative, Phone: (512) 451-8145, Roxy Van Loo, TIBH State Sales Manager, Phone: (512) 451-8145, and Ismael Mendez, TIBH Operations Manager, Phone: (512) 451-8145. The City's Contract Managers for the engagement shall be Roberta Byram, Employment Services Manager, Phone (512) 974-3432, Mary Smith, Human Resources Coordinator, Phone: (512) 974-3232, and Aakash Patel, Human Resources Coordinator, Phone: (512) 974-3281. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

1.5 **Contract Administration.** Overall administration of this Contract as it relates to the procurement of temporary services is vested wholly in the City's Contract Managers. Each City Department that uses temporary personnel services under this Contract shall designate a Department TIBH Administrator who shall be responsible for administering the terms of the Contract, in coordination with the City's Contract Managers. The instructions of the designated Department TIBH Administrator are to be strictly and promptly followed by the Contractor (or assignee) furnishing temporary personnel services to that City Department. The Department TIBH Administrator, in coordination and cooperation with the City's Contract Managers, will determine the amount and quality of the specified work performed which are to be paid for under this Contract.

1.6 **Responsibilities of the Department TIBH Administrators.** The Department TIBH Administrators will ensure the Request for Temporary Staffing Services Form (attached hereto as Exhibit A) is completed, signed and submitted to the City Contract Manager. The Department TIBH Administrators will ensure time sheets are validated and submitted on a weekly basis. In addition, they will approve all invoices for payment, as appropriate.

SECTION 2. SCOPE OF WORK.

2.1 **Work Hours and Length of Assignments.** Hours of work shall normally be eight (8) hours per day Monday through Friday, 8 a.m. to 5 p.m. Other hours and work on City observed holidays may be arranged if agreed upon between the Department TIBH Administrator and Contractor (or assignee). Length of each temporary assignment shall not exceed six (6) months (full-time or part-time) unless otherwise approved by the City's Contract Managers. A TIBH Temporary Extension Request form must be completed and approved by the City's Contract Managers.

2.2 Training.

2.2.1 Contractor (or assignee) shall provide each temporary employee used in the performance of work under this contract with adequate training to perform the work competently as defined in the contract specifications. Contractor (or assignee) temporary employees shall be thoroughly trained in safety requirements and in use of equipment and tools of their specified trade. Contractor (or assignee) shall maintain a training record for each temporary clerical employee. The training record shall show, at a minimum, the temporary employee's name, date of employment, and the type of training received. Prior to the initial placement with a City Department, Contractor (or assignee) may be required to give all inexperienced temporary employees a minimum of eight (8) hours of instruction for the specified job requirements at no cost to the City.

2.2.2 The selected temporary employees shall be assigned to a specific area and normally used exclusively in that area.

2.3 **Criminal Background Checks.** The Contractor (or assignee) shall conduct criminal background checks on respective temporary employees who work directly or indirectly with vulnerable populations (children, elderly or disabled) or who have financial responsibilities to determine eligibility for work assignments. (See Exhibit B-Criteria for CBI Reviews: Financial Responsibilities, Criteria for CBI Reviews: Vulnerable Populations and List of Financial Responsibilities-CBI's for Financial Responsibilities Group).

2.4 Notification.

2.4.1 The Contractor (or assignee) shall submit to the respective temporary employee the name and telephone number of their assigned department supervisor as a point of contact. The City Contract Manager shall be able to call requirements, changes, modifications, complaints, questions and terminations to this job order staff representative of the Contractor. Job Order Staff Representatives of the Contractor shall be Mike Pierulla, TIBH Marketing Representative, Phone: (512) 451-8145 and Roxy Van Loo, TIBH State Sales Manager, Phone: (512) 451-8145. The Contractor will provide two (2) working days' notice of any changes to the City Contract Managers.

2.4.2 If the Contractor (or assignee) is able to provide a temporary employee, the Contractor (or assignee) shall advise the Department TIBH Administrator via phone call or email of the name of the temporary employee who will be reporting for the job assignment. To ensure the fastest response time to the procuring City Department, the Contractor (or assignee) shall provide a direct line for instant contact with the Contractor job order staff representative. For emergencies after regular working hours, a twenty-four hour answering service, such as answering machine, pager, or messenger service shall be provided by the Contractor (or assignee).

2.5 **Delivery.** The Contractor (or assignee) shall notify the City Department requesting a temporary employee within four (4) business hours after receiving the completed Request for Temporary Staffing Services Form (Exhibit A) and will detail whether or when the requested temporary employee can be provided. If such temporary employee cannot be provided, the Contractor (or assignee) shall provide the requesting City Department with the status of ongoing efforts to recruit the temporary clerical employee.

2.6 **Contract Performance.**

2.6.1 If a temporary employee is determined by a Department TIBH Administrator to be: a) unsatisfactory, fails to report to work on time, receives multiple disciplinary actions, or terminates employment with the Contractor (or assignee) while working at a City Department, they can terminate the employment contract. The Department TIBH Administrator will notify the Contractor (or assignee) within two (2) business days to report the termination or unsatisfactory performance. If the Department TIBH Administrator requests an employee replacement, the Contractor (or assignee) agrees to replace the employee within four (4) hours of the telephone request from such department or will advise them as to whether and when a replacement temporary employee can be provided. The Contractor (or assignee) shall provide the requesting department with the status of on-going efforts to recruit the replacement temporary employee.

2.6.1.1 If the Contractor (or assignee) is unable to provide a replacement employee by the next business day, the Contractor (or assignee) shall provide the requesting City Department with the status of ongoing efforts to recruit the replacement temporary employee.

2.6.1.2 The Contractor (or assignee) will remove any temporary worker at the request of the City Department to which the contract worker is assigned.

2.7 **Overtime.** The hourly rate for overtime work in excess of forty (40) hours per week shall not be less than one and one-half (1 ½) times the base hourly rate. City observed holidays are normal workdays for some City Departments and shall not be classified at the overtime rate.

2.8 **Performance Evaluation.** Following each job assignment, the Contractor (or assignee) shall forward performance evaluation forms to the City Department Supervisors. The City Department Supervisors will use the Performance Evaluation forms to review a temporary employee's job performance and evaluate the Contractor (or assignee's) service areas. Completed performance evaluation forms shall be returned to the Contractor (or assignee) and the City's Contract Managers.

2.9 **Parking.** Under no circumstances shall any Contractor (or assignee) temporary employees or their vehicles enter any area not authorized by the Department TIBH Administrator. Parking arrangements must be made by the temporary employee and the individual City Department Supervisor after the Contractor (or assignee) temporary employee(s) reports to the job assignment. All temporary parking permits must be returned to the City Department supervisor upon completion of the job assignment.

2.10 **Operation of Vehicles.** Under no circumstances shall any Contractor (or assignee) temporary employees drive or operate any vehicle or City-owned vehicle while performing the job duties they were assigned to perform.

2.11 **Reports.** The Contractor (or assignee) will submit Monthly Summary Reports in a timely and accurate manner and in the format prescribed by the City. The Contractor (or assignee) will prepare and submit monthly summary reports to the Contract Managers via email by the 15th of each month detailing activities for the preceding month. The reports shall list the names of each temporary employee, start date, end date (if applicable), position title, hours worked, hourly pay rate, bill rate, overtime hours and rates (if applicable), and the status of individual assignments ("completed" or "on-going") by City Department(s). The City reserves the right to delete and/or modify the required reports upon thirty (30) days written notice to the Contractor (or assignee).

2.12 **Price Increases/Decreases.** Price increases are not applicable without prior approval of the City of Austin Purchasing Office, or the Texas Committee on Purchases of Products and Services of Blind and Severely

Disabled Persons. Price decreases may be accepted by the City of Austin at any time during the life of the contract.

SECTION 3. COMPENSATION:

3.1 **Contract Amount.** The Contractor will be paid as set forth in the Temporary Staff Job Title Specifications for job description and hourly rates listing attached hereto as Exhibit C. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$1,373,800 for all fees and expenses for the initial contract term, and \$457,933 for each extension option for a total contract amount not-to-exceed \$2,746,600.

3.1.1 Each temporary employee job order has been negotiated at a rate not-to-exceed prices for temporary positions as specified in the City Job Title Specification attached hereto as Exhibit C

3.2 **Reimbursement of Business Expense.** Business expenses incurred by a temporary employee, and approved by the City, will be reimbursed directly to the employee in accordance with the City procedures.

3.3 **Invoices**

3.3.1. The Contractor (or assignee) will not accept any order for temporary assignment without a Request for Temporary Staffing Services Form (Exhibit A) from the Department TIBH Administrator.

3.3.1 The Contractor shall submit invoices for payment on a weekly basis to City Departments. Each invoice shall indicate the DO number for each temporary assignment and shall list each Contractor employee by name. Invoices shall include a copy of all time-sheets, signed and approved by the City department supervisor and labor rates clearly identified.

3.3.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.4.3.1 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.2 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.4.3.3 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.4 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.5 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Travel Expenses:** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.7 **Final Payment and Close-Out**

3.7.1 The making and acceptance of final payment will constitute:

3.7.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.7.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall become effective on December 15, 2013 and shall remain in effect for a period of thirty-six (36) months thereafter. The Contract may be extended for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his/her designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the

bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 Termination For Cause: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 Termination Without Cause: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 Fraud: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Insurance: The following insurance requirement applies.

5.1.1 General Requirements

5.1.1.1 The Contractor and Assignee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor and Assignee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor and Assignee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor and Assignee shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements herein, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor and Assignee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor and Assignee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor and Assignee shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's and Assignee's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

5.1.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity**

5.2.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the

Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 Americans With Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 Acceptance of Incomplete or Non-Conforming Deliverables: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 Delays:

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

SECTION 6. MISCELLANEOUS

6.1 Place and Condition of Work: The City shall provide the Contractor (or Assignee) access to the sites where the Contractor (or Assignee) is to perform the services as required in order for the Contractor (or Assignee) to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor (or Assignee) acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's (or Assignee's) obligations under the contract. The Contractor (or Assignee) hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

6.2 Workforce

6.2.1 The Contractor (or Assignee) shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract. The Contractor (or Assignee) will ensure 75% of the distributed workforce is defined as "persons with disabilities".

6.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

6.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

6.2.2.1.1 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

6.2.3 If the City or the City's representative notifies the Contractor (or Assignee) that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor (or Assignee) shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

6.3 **Compliance with Health, Safety, and Environmental Regulations:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

6.4 **Significant Event:** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

6.4.1 disposal of major assets;

6.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

6.4.3 any significant termination or addition of provider contracts;

6.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

6.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

6.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

6.4.7 known or anticipated sale, merger, or acquisition;

6.4.8 known, planned or anticipated stock sales;

6.4.9 any litigation filed by a member against the Contractor; or

6.4.10 significant change in market share or product focus.

6.5 Right To Audit

6.5.1 The Contractor (or Assignee) agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor (or Assignee) related to the performance under this Contract. The Contractor (or Assignee) shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor (or Assignee) are resolved, whichever is longer. The Contractor (or Assignee) agrees to refund to the City any overpayments disclosed by any such audit.

6.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6.6 **Stop Work Notice:** The City may issue an immediate Stop Work Notice in the event the Contractor (or Assignee) is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor (or Assignee) will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor (or Assignee) shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6.7 Indemnity:

6.7.1 Definitions:

6.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

6.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

6.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

6.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

6.7.2 **THE CONTRACTOR AND ASSIGNEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

6.8 **Claims:** If any claim, demand, suit, or other action is asserted against the Contractor and Assignee which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and

the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

6.9 **Notices:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Goodwill Temporary Services

ATTN: Mark Hiemstra, President

1015 Norwood Blvd

Austin, Texas 78753

6.10 **Confidentiality:** In order to provide the deliverables to the City, Contractor and Assignee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

6.11 **Advertising:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

6.12 **No Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6.13 **Gratuities:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6.14 **Prohibition Against Personal Interest in Contracts**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

6.15 **Independent Contractor**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's and Assignee's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

6.16 **Soliciting**. All soliciting is prohibited on City Department premises by the Contractor (or assignee) temporary employees. The Contractor (or assignee) shall inform its temporary employees of this policy prior to beginning work under this contract.

6.17 **Non-Performance of Work**. Failure to perform any obligation in these specifications will be considered non-performance of work and will result in withholding of payment for such work with possible recommendation to the City of Austin to request removal of the Contractor from this contract.

6.18 **Assignment-Delegation**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

6.19 **Waiver**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

6.20 **Modifications**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

6.21 **Interpretation**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

6.22 **Dispute Resolution**

6.22.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after

receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

6.22.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

6.23 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

6.23.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

6.23.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

6.23.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

6.24 **SUBCONTRACTORS**

6.24.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly

Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

6.24.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

6.24.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

6.24.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

6.24.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

6.24.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

6.24.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

6.24.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

6.24.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

6.25 **Jurisdiction And Venue:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

6.26 **Invalidity:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

6.27 **Holidays:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

6.28 **Survivability of Obligations:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

6.29 **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.30 **Incorporation of Documents:** **Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

TIBH INDUSTRIES, INC.

By: Roxy Vanhoo
Signature

Name: Roxy Vanhoo
Printed Name

Title: State Sales Manager

Date: 12-19-2013

CITY OF AUSTIN

By: Rosemary Ledesma
Signature

Name: Rosemary Ledesma
Printed Name

Title: Corporate Purchasing Manager

Date: 12/30/13

GOODWILL TEMPORARY SERVICES

Goodwill Temporary Services, Inc.

By: Mark Hiemstra
Signature

Name: MARK HIEMSTRA
Printed Name

Title: PRESIDENT

Date: 12-18-13

List of Exhibits

- Exhibit A Request for Temporary Staffing Form
- Exhibit B Criteria for Criminal Background Reviews: Financial Responsibilities, CBI's for Financial Responsibility Groups, and Criteria for CBI Reviews: Vulnerable Populations
- Exhibit C Temporary Clerical Personnel Job Title Specifications
- Exhibit D Non Discrimination Certification



Exhibit A

**REQUEST FOR TEMPORARY SUPPORT PERSONNEL
Texas Industries for the Blind and Handicapped (TIBH)
Contract NH080000004**

**Please return completed form to HRD, Employment Services to request
TIBH Temporary staff: Mary Smith 974-3232 or AaKash Patel at 974-3281**

Requested By: _____ Ext: _____ Date: _____
Quantity _____ Start Date _____ End Date (estimated) _____

Project: _____ DO#: _____
Estimated Cost of Assign: _____
Address of Location (Bldg/Room): _____
Department/Division: _____
Parking Information: _____
Shift - Hours/Days: _____
Immediate Supervisor Name/Phone Number: _____

Job Description: (NOTE: *TIBH support personnel are prohibited from driving any vehicle in the course of work.*)

Special Skills (Equipment, Software, etc.):

•
APPROVED BY Department Finance:
APPROVED BY HRD:

FOR HRD USE ONLY

Contact: Goodwill Temporary Services Date: _____ Time: _____
Temporary Available Yes: _____ No: _____
Special Accommodations: _____

AGENCY CONTACT: _____
BILL RATE: _____ START DATE: _____
END DATE: _____

Job Classification: _____
Contract Worker Name (if known): _____

Exhibit B

Criteria for CBI Reviews: Financial Responsibilities

Addendum to HRD Procedure:

Conducting a Criminal Background Investigation, General Guidelines for a Centralized Process

Criteria Reviewed by: Financial and Administrative Services Department
Law Department

Criteria Approved:



Date:

9/9/10

Mark Washington, Director, Human Resources Department

Basis for position selection:

- Risk management issue for protection of City resources.
- Recommendation of City audit reviews.

Definitions, specific to Financial Responsibilities

Cash Handler An employee who collects payments to the City. These payments can be in the form of cash, checks or credit cards. In many cases, this same employee completes the deposit slip to record the deposit at the bank. This should also include the employee who verifies the deposit. In addition, the custodian and back up custodian of the petty cash till or box.

Other Financial Responsibilities & Financial Position Titles All employees in financial and accounting position titles. Users of Pro Cards and Travel Cards. Payroll – Timekeepers, those with check signing authority, grant funds oversight and distribution of funds to community groups. System approval access for Banner, AIMS, and Works. Users of CIS (Customer Information System) and AMANDA. Includes all executives

TDPS Texas Department of Public Safety

FBI Federal Bureau of Investigations

Criteria

- Data sources**
- Texas Government Code §411.129 – Access to Criminal History Record Information: Employment by Municipality.
 - Texas Department of Public Safety on-line Secured Site – name based (Includes an automatic search of the Texas Department of Public Safety on-line Sex Offender Registry.)
 - Federal Bureau of Investigations – fingerprint based

- Applicable “current” Period**
- 24 months

- Adverse Crimes** The list is based upon:
- Crimes as defined by the **Texas Penal Code, Titles 7, 10, and 11**

In General:

- If criminal history records reflect a statutory reference or offense title that is not contained in this list or reflects an offense with a different statutory reference or name at the time of the person's conviction or arrest, consult with COA LAW to determine whether the underlying offense is the same or substantially similar to an offense on this list. If the underlying offense is the same or substantially similar to an offense on this list, it shall be considered to be an adverse offense.
- An offense term in the Texas Penal code may change during a legislative session. Some offenses in the Titles listed in this appendix have changed over the past few years.

Offenses under the Texas Penal Code	Title 7. Offenses against Property
	Chapter 29. Robbery
	§ 29.02. Robbery § 29.03. Aggravated Robbery
	Chapter 30. Burglary and Criminal Trespass
	§ 30.02. Burglary
	§ 30.03. Burglary of Coin-operated or Coin Collection Machines
	§ 30.04. Burglary of Vehicle
	§ 30.05. Criminal Trespass
	§ 30.06. Trespass by Holder of License to Carry Concealed Handgun
	Chapter 31. Theft
	§ 31.02. Consolidation of Theft Offenses
	§ 31.03. Theft
	§ 31.04. Theft of Service
	§ 31.05. Theft of Trade Secrets
	§ 31.06. Presumption for Theft by Check
	§ 31.07. Unauthorized Use of a Vehicle
	§ 31.11. Tampering with Identification Numbers
	§ 31.12. Theft of or Tampering with Multi-channel Video or Information Services
	§ 31.13. Manufacture, Distribution, or Advertisement of Multi-channel Video or Information Services Device
	§ 31.14. Sale or Lease of Multi-channel Video or Information Services Device
	§ 31.15. Possession, Manufacture or Distribution of Certain Instruments Used to Commit Retail Theft
	Chapter 32. Fraud
	§ 32.02. Value
	§ 32.03. Aggregation of Amounts Involved in Fraud
	§ 32.21. Forgery
	§ 32.22. Criminal Simulation
	§ 32.23. Trademark Counterfeiting
	§ 32.24. Stealing or Receiving Stolen Check or Similar Sight Order
	§ 32.31. Credit Card or Debit Card Abuse
	§ 32.32. False Statement to Obtain Property or Credit
	§ 32.33. Hindering Secured Creditors
	§ 32.34. Fraudulent Transfer of a Motor Vehicle
	§ 32.35. Credit Card Transaction Record Laundering
	§ 32.41. Issuance of Bad Check
	§ 32.42. Deceptive Business Practices
	§ 32.43. Commercial Bribery
	§ 32.44. Rigging Publicly Exhibited Contest
	§ 32.44.1. Illegal Recruitment of an Athlete
	§ 32.45. Misapplication of Fiduciary Property or Property of Financial Institution
	§ 32.46. Securing Execution of Document by Deception
	§ 32.47. Fraudulent Destruction, Removal or Concealment of Writing
	§ 32.48. Simulating Legal Process
	§ 32.49. Refusal to Execute Release of Fraudulent Lien or Claim
	§ 32.50. Deceptive Preparation and Marketing of Academic Product
	§ 32.51. Fraudulent Use or Possession of Identifying Information

Chapter 33. Computer Crimes

§ 33.02. Breach of Computer Security

Chapter 33A. Telecommunications Crimes

§ 33A.02. Unauthorized Use of Telecommunications Service

§ 33A.03. Manufacture, Possession or Delivery of Unlawful Telecommunications Device

§ 33A.04. Theft of Telecommunications Service

§ 33A.05. Publication of Telecommunications Access Device

Chapter 34. Money Laundering

§ 34.02. Money Laundering

Chapter 35. Insurance Fraud

§ 35.02. Insurance Fraud

Chapter 36. Bribery and Corrupt Influence

§ 36.02. Bribery

§ 36.03. Coercion of Public Servant or Voter

§ 36.04. Improper Influence

§ 36.05. Tampering with Witness

§ 36.06. Obstruction or Retaliation

§ 36.07. Acceptance of Honorarium

§ 36.08. Gift to Public Servant by Person Subject to his Jurisdiction

§ 36.09. Offering Gift to Public Servant

§ 36.10. Non-applicable

Chapter 37. Perjury and Other Falsification

§ 37.01. Definitions

§ 37.02. Perjury

§ 37.03. Aggravated Perjury

§ 37.04. Materiality

§ 37.05. Retraction

§ 37.06. Inconsistent Statements

§ 37.07. Irregularities No Defense

§ 37.08. False Report to Peace Officer or Law Enforcement Employee

§ 37.081. False Report Regarding Missing Child or Missing Person

§ 37.09. Tampering With or Fabricating Physical Evidence

§ 37.10. Tampering with Governmental Record

§ 37.101. Fraudulent Filing of Financing Statement

§ 37.11. Impersonating Public Servant

§ 37.12. False Identification as Peace Officer; Misrepresentation of Property

§ 37.13. Record of a Fraudulent Court

Title 10. Offenses Against Public Health, Safety, and Morals

Chapter 47. Gambling

§ 47.02. Gambling

§ 47.03. Gambling Promotion

§ 47.04. Keeping a Gambling Place

§ 47.05. Communicating Gambling Information

§ 47.06. Possession of Gambling Device, Equipment, or Paraphernalia

Title 11. Organized Crime

Chapter 71. Organized Crime

§ 71.02. Engaging in Organized Criminal Activity

§ 71.021. Violation of Court Order Enjoining Organized Criminal Activity

§ 71.022. Soliciting Membership in a Criminal Street Gang

Exhibit B

Financial Responsibilities

CBIs for Financial Responsibility Groups	
Cash Handlers & Cash Receipt Access	Other Financial Responsibilities & Financial Position Titles
Petty Cash Custodians and back up custodians	All financial and accounting position titles
Enter and process cash receipts in Advantage 3 (payment section of AIMS)	Pro Card User Pro Card Approver
Collects payments to the City in form of cash, checks, credit cards, makes bank deposits and verifies deposits.	Travel card user
WIC Card distribution	Payroll- Timekeeper
Process Loan closing checks	Check signing authority
Taxicab voucher distribution	Grant funds: oversight and distribution of funds to community groups
Pick up of Payroll checks	System approval access – Banner, AIMS (Austin Integrated Management System), Works
	Users of CIS (Customer Information System), AMANDA

- **Cash handler:** An employee who collects payments to the City. These payments can be in the form of cash, checks or credit cards. In many cases, this same employee completes the deposit slip to record the deposit at the bank. This should also include the employee who verifies the deposit.
- **Petty Cash handler:** The custodian and back up custodian of the petty cash till or box.
- **Cash receipt access:** The **cash handlers** described above should have access to enter and process cash receipts in Advantage 3. This list was provided to give HR managers a list of potential **cash handlers**. It is possible that someone else prepares the cash receipts in Advantage, so this list should not be considered a complete list of **cash handlers**.
- **Financial Responsibility Group:**
 - An employee who uses a ProCard or a travel card in their job.
 - Payroll Timekeepers
 - Employees who have check signing authority.
 - Employees who monitor grants and distributes funds to community organizations.


Exhibit B

Criteria for CBI Reviews: Vulnerable Populations

Addendum to HRD Procedure:

Conducting a Criminal Background Investigation - General Guidelines for a Centralized Process

Criteria
Approved:


Mark Washington, Director, Human Resources Department

Date:

9/9/10

Basis for
position
selection:

- Positions directly or indirectly working or in contact with vulnerable populations which include children, the disabled, and the elderly.
- Positions defined in the City ordinance Adopting Local Standards of Care for the City Parks and Recreation Department's children's recreation programs under Texas Human Resources Code Section 42.041(b)(14) (Required License and Accreditation).
- As required by provisions of MHMR grants that underwrite City programs for and with children.

Definitions, specific to working with Vulnerable Populations

Children Persons under the age of 18; see also 'youth'.

TDFPS Texas Department of Family and Protective Services

TDPS Texas Department of Public Safety

Criteria

- Data Sources**
- Texas Government Code §411.129 – Access to Criminal History Record Information: Employment by Municipality.
 - Texas Government Code §411.1401 – Access to Criminal History Record Information: Programs Providing Activities for Children
 - Texas Department of Public Safety on-line Secured Site – name based (Includes an automatic search of the Texas Department of Public Safety on-line Sex Offender Registry.)
 - Federal Bureau of Investigations – fingerprint based

**Applicable
"current" Period**

- 12 months

**Special
Eligibility
Guidelines** Individuals who would be permanently barred under the rules of the Texas Department of Family and Protective Services (TDFPS) will not be allowed to work with any COA program which includes working with children. TDFPS rules serve as the foundation of this procedure.

Adverse Crimes This addendum focuses specifically on the offenses listed under **TDFPS Minimum Standards Rules, Title 40 of the Texas Administrative Code (TAC), Rule § 745.651 (a) and (b)**. Not included are offenses under Rule § 745.651 (c) or any like offense under the law of another state or federal law that a person committed within the past ten years.

The list is based upon:

- Crimes as defined by the **Texas Penal Code, Titles 4, 5, 6, 7, 8, 9, and 10**
- Violations of the **Texas Controlled Substances Act, Chapter 481, Subchapter D**
- Any conviction which would require a person to register as a Sex Offender or fails to comply with the requirement under **Chapter 62 of the Texas Code of Criminal Procedure, Subchapter C**.

In General:

- If criminal history records reflect a statutory reference or offense title that is not contained in this list or reflects an offense with a different statutory reference or name at the time of the person's conviction or arrest, consult with COA LAW to determine whether the underlying offense is the same or substantially similar to an offense on this list. If the underlying offense is the same or substantially similar to an offense on this list, it shall be considered to be an adverse offense.
- An offense term in the Texas Penal code or under the Texas Controlled Substance Act may change during a legislative session. Some offenses in the Titles listed in this addendum have changed over the past few years.

Offenses under the Texas Penal Code	Title 4. Inchoate Offenses
	Chapter 15. Preparatory Offenses
	§ 15.031. Criminal Solicitation of a Minor
	Title 5. Offenses Against the Person
	Chapter 19. Criminal Homicide
	§ 19.02. Murder
	§ 19.03. Capital Murder
	§ 19.04. Manslaughter
	§ 19.05. Criminally Negligent Homicide
	Chapter 20. Kidnapping and Unlawful Restraint
	§ 20.02. Unlawful Restraint
	§ 20.03. Kidnapping
	§ 20.04. Aggravated Kidnapping
	§ 20.05. Unlawful Transport
	Chapter 20A. Trafficking of Persons
	§ 20A.02. Trafficking of Person
	Chapter 21. Sexual Offenses
	§ 21.07. Public Lewdness
	§ 21.08. Indecent Exposure
	§ 21.11. Indecency with a Child
	§ 21.12. Improper Relationship Between Educator and Student
	§ 21.15. Improper Photography or Visual Recording
	Chapter 22. Assaultive Offenses
	§ 22.01. Assault
	§ 22.011. Sexual Assault
	§ 22.015. Coercing, Soliciting, or Inducing Gang Membership
	§ 22.02. Aggravated Assault
	§ 22.021. Aggravated Sexual Assault
	§ 22.04. Injury to a Child, Elderly Individual, or Disabled Individual
	§ 22.041. Abandoning or Endangering a Child
	§ 22.05. Deadly Conduct
	§ 22.07. Terroristic Threat
	§ 22.08. Aiding Suicide
	§ 22.09. Tampering with Consumer Products
	§ 22.10. Leaving a Child in a Vehicle
	§ 22.11. Harassment by Persons in Certain Correctional Facilities
	Title 6. Offenses Against the Family
	Chapter 25. Offenses Against the Family
	§ 25.01. Bigamy
	§ 25.02. Prohibited Sexual Conduct
	§ 25.03. Interference with Child Custody
	§ 25.031. Agreement to Abduct from Custody
	§ 25.04. Enticing a Child
	§ 25.05. Criminal Nonsupport
	§ 25.06. Harboring a Runaway Child
	§ 25.07. Violation of Protective Order or Magistrate's Order
	§ 25.071. Violation of Protective Order Preventing Offense Caused by Bias or Prejudice
	§ 25.08. Sale or Purchase of Child
	§ 25.09. Advertising for Placement of Child
	§ 25.10. Interference with Rights of Guardian of the Person

- Title 7. Offenses Against Property
 - Chapter 29. Robbery
 - § 29.02. Robbery
 - § 29.03. Aggravated Robbery
 - Chapter 30. Burglary And Criminal Trespass
 - § 30.02. Burglary
 - § 30.03. Burglary of Coin-Operated or Coin Collection Machines
 - § 30.04. Burglary of Vehicles
 - Chapter 33. Computer Crimes
 - § 33.021. Online Solicitation of a Minor
- Title 8. Offenses Against Public Administration
 - Chapter 38. Obstructing Governmental Operation
 - § 38.17. Failure to Stop or Report Aggravated Sexual Assault of a Child
- Title 9. Offenses Against Public Order and Decency
 - Chapter 42. Disorderly Conduct and Related Offenses
 - § 42.072. Stalking
 - § 42.09. Cruelty to Animals
 - § 42.091. Attack on Assistance Animal
 - § 42.10. Dog Fighting
 - Chapter 43. Public Indecency
 - Subchapter A. Prostitution
 - § 43.02. Prostitution
 - § 43.03. Promotion of Prostitution
 - § 43.04. Aggravated Promotion of Prostitution
 - § 43.05. Compelling Prostitution
 - Subchapter B. Obscenity
 - § 43.22. Obscene Display or Distribution
 - § 43.23. Obscenity
 - § 43.24. Sale, Distribution, or Display of Harmful Material to Minor
 - § 43.25. Sexual Performance by a Child
 - § 43.251. Employment Harmful to Children
 - § 43.26. Possession or Promotion of Child Pornography
- Title 10. Offenses Against Public Health, Safety and Morals
 - Chapter 46. Weapons
 - § 46.13. Making a Firearm Accessible to a Child
 - Chapter 49. Intoxication and Alcoholic Beverage Offenses
 - § 49.02. Public Intoxication
 - § 49.31. Possession of Alcoholic Beverage in Motor Vehicle
 - § 49.04. Driving While Intoxicated
 - § 49.045. Driving While Intoxicated with Child Passenger
 - § 49.05. Flying While Intoxicated
 - § 49.06. Boating While Intoxicated
 - § 49.065. Assembling or Operating an Amusement Ride While Intoxicated
 - § 49.07. Intoxication Assault
 - § 49.08. Intoxication Manslaughter
 - § 49.09. Enhanced Offense and Penalties

**Offenses under
the Health and
Safety Code**

Chapter 481. Texas Controlled Substance Act

Subchapter D. Offenses and Penalties

- §481.112. Manufacture or Delivery of Substance in Penalty Group 1 (Penalty Groups are defined in previous sections of this subchapter)
- §481.1121. Manufacture or Delivery of Substance in Penalty Group 1-A
- §481.113. Manufacture or Delivery of Substance in Penalty Group 2
- §481.114. Manufacture or Delivery of Substance in Penalty Group 3 or 4
- §481.115. Possession of Substance in Penalty Group 1
- §481.1151. Possession of Substance in Penalty Group 1-A
- §481.116. Possession of Substance in Penalty Group 2
- §481.117. Possession of Substance in Penalty Group 3
- §481.118. Possession of Substance in Penalty Group 4
- §481.119. Manufacture, Delivery, or Possession of Miscellaneous Substances
- §481.120. Delivery of Marihuana
- §481.121. Possession of Marihuana
- §481.122. Delivery of Controlled Substance or Marihuana to Child
- §481.123. Delivery, Manufacture, or Possession of Controlled Substance Analogue
- §481.124. Possession or Transport of Certain Chemicals with Intent to Manufacture Controlled Substance
- §481.1245. Possession or Transport of Anhydrous Ammonia; Use of or Tampering with Equipment
- §481.125. Possession or Delivery of Drug Paraphernalia
- §481.126. Illegal Expenditure or Investment
- §481.127. Unauthorized Disclosure of Information
- §481.128. Commercial Matters
- §481.129. Fraud
- §481.131. Diversion of Controlled Substance Property or Plant
- §481.132. Multiple Prosecutions
- §481.133. Falsification of Drug Test Results
- §481.134. Drug-Free Zones
- §481.136. Unlawful Transfer or Receipt of Chemical Precursor
- §481.137. Transfer of Precursor Substance for Unlawful Manufacture
- §481.138. Unlawful Transfer or Receipt of Chemical Laboratory Apparatus
- §481.139. Transfer of Chemical Laboratory Apparatus for Unlawful Manufacture
- §481.140. Use of Child in Commission of Offense
- §481.141. Manufacture or Delivery of a Controlled Substance Causing Death or Serious Bodily Injury

**Offenses under
the Texas Code
of Criminal
Procedure**

Chapter 62. Sex Offender Registration Program

Subchapter C. Expiration of Duty to Register; General Penalties for Noncompliance

- Art. 62.102. Failure to Comply with Registration Requirements

EXHIBIT C
Temporary Personnel Job Title Specifications

Accountant	Electronics Technician I
Account Associate	Electronics Technician II
Accounting Clerk	Employment Services Specialist
Administrative Associate	Event Coordinator
Administrative Senior	Heating & Refrigeration Mechanic I
Administrative Specialist	Heating & Refrigeration Mechanic II
Asst. City Manager – Executive Assistant	Heating & Refrigeration Mechanic III
Asst. City Manager – Executive Secretary	Human Resources Assistant
Attorney	Human Resources Generalist
Building & Grounds Assistant	Legal Secretary
Building & Grounds Specialist	Library Assistant
City Council Executive Assistant	Mail Service Clerk
City Manager Executive Secretary	Maintenance Worker I
Contract Compliance Associate	Maintenance Worker II
Council Executive Secretary	Maintenance Worker III
Court Clerk Assistant	Network System Administrator
Court Clerk Associate	Network/System Admin Senior
Court Clerk Lead	Public Event Worker
Customer Service Rep I	Senior Buyer
Dispatcher I	System Support Technician
Dispatcher II	Systems Support Technician Senior

Accountant

Provides financial information to management by preparing, researching, or analyzing accounting data; preparing intermediate level reports and financial statements.
Other related duties may be assigned.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications***Education and/or Equivalent Experience:***

Graduation from an accredited four-year college or university with major course work in a field related to Accounting, twenty-four (24) college semester hours in Accounting, or four completed years toward a five-year Accounting degree; plus one (1) year of accounting experience.

Licenses and Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$29.46	\$37.57	\$47.96
Over 40 hrs/wk	1.43% of above rates		

Accountant Associate

Provide financial information to city management by researching and analyzing accounting data; prepare entry-level reports and financial statements.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications***Education and/or Equivalent Experience:***

Graduation from an accredited four-year college or university with major course work in a field related to the job and 12 semester hours in accounting. Any combination of related experience and/or education may be substituted.

Licenses and Certifications Required: None

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$24.74	\$30.90	\$38.95
Over 40 hrs/wk	1.43% of above rates		

Accounting Clerk

Records revenue and/or pays invoices by verifying and completing payable/receivable and/or other expense accounts transactions.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

High school graduation or GED plus one year of clerical experience that included processing invoices, posting payments or other accounting transactions.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$18.83	\$23.07	\$28.69
Over 40 hrs/wk	1.43% of above rates		

Administrative Associate

Knows fundamental concepts, practices, and procedures in providing general administrative support, including clerical and research duties. Uses established procedures to complete assigned work.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from high school or equivalent, plus one (1) year of experience in general clerical/secretarial experience.

Any combination of education and/or work experience will substitute for minimum qualifications.

Licenses and Certifications Required: None

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$17.09	\$20.92	\$26.00
Over 40 hrs/wk	1.43% of above rates		

Administrative Senior

Work in conjunction with other administrative personnel to perform a wide variety of administrative support tasks, including research, clerical or technical duties.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from High School or equivalent, plus five (5) years' experience in a field related to the job. Any combination of education and/or work experience will substitute for minimum qualifications.

Licenses and Certifications Required: None

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$19.76	\$24.24	\$30.10
Over 40 hrs/wk	1.43% of above rates		

Administrative Specialist

Under limited supervision, using independent discretion and judgment, works within a specialized function or a specific area of administrative and staff support.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university with major course work in Business or Public Administration or related field, plus four (4) years' experience in a professional/administrative capacity. Experience may substitute for education up to a maximum of four (4) years.

Licenses and Certifications Required: None

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$23.54	\$29.43	\$37.08
Over 40 hrs/wk	1.43% of above rates		

Assistant City Manager - Executive Assistant

Under the direction of an Assistant City Manager, This position provides executive level staff support to the Assistant City Managers.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university with major coursework in Business or Public Administration, plus five (5) years of experience in a professional and/or administrative capacity. Education or experience may substitute up to the maximum of four (4) years.

Licenses and Certifications Required: None

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$29.46	\$37.57	\$47.96
Over 40 hrs/wk	1.43% of above rates		

Assistant City Manager - Executive Secretary

This position serves as administrative support for Assistant City Managers. The work involves constant communication with members of City of Austin departments, community leaders, and the public.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications:

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university with major coursework in Business Administration, Public Administration or related field, plus three (3) years of experience in an administrative or executive secretary capacity. Experience may substitute for the education up to the maximum of four (4) years.

Licenses and Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Maximum</u>
40 hrs wk or less	\$24.74	\$30.90	\$38.95
Over 40 hrs/w	1.43% of above rates		

Attorney

Under close supervision, provide legal services on behalf of the City of Austin.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Graduation from an accredited school of law.

Licenses and Certifications Required: Member in good standing of the State Bar of Texas.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$36.15	\$46.99	\$60.73
Over 40 hrs/wk	1.43% of above rates		

Building and Grounds Assistant

Under general supervision, perform custodial, minor maintenance, minor construction and/or Grounds keeping tasks in and around City operated buildings, grounds, parks, airports and recreation areas.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

One (1) year experience related to janitorial or grounds keeping services.

Licenses and Certifications Required: If assigned to operate vehicles, must possess the appropriate Texas Driver's License for those vehicles.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$17.09	\$20.92	\$26.00
Over 40 hrs/wk	1.43% of above rates		

Building and Grounds Specialist

Under general supervision, perform specialized custodial, routine maintenance, routine construction, and/or grounds keeping tasks in and around City operated buildings, grounds, parks, airports and recreation areas.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Four (4) years' experience related to janitorial or grounds keeping services, at least two (2) years of which are in the assigned area of specialization.

Licenses or Certifications Required: If assigned to operate vehicles, must possess the appropriate Texas Driver's License for those vehicles.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$17.93	\$21.98	\$27.31
Over 40 hrs/wk	1.43% of above rates		

City Council Executive Assistant

Under the general direction of an elected official, the purpose of this position is to provide staff assistance to Council Members.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university with major coursework in Business or Public Administration, or in a field related to the job, plus five (5) years of experience in a professional/administrative capacity. Experience or education will substitute up to the maximum of (4) years.

Licenses and Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$30.93	\$39.45	\$50.36
Over 40 hrs/wk	1.43% of above rates		

City Manager Executive Secretary

This position serves as administrative support for the City Manager. The work involves constant communication with members of City of Austin departments, community leaders, and the public.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university with major coursework in Business Administration, Public Administration or related field, plus four (4) years of experience in an administrative or executive secretary capacity Education or Experience may be substituted up to a maximum of four (4) years

Licenses and Certifications Required: None

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$26.74	\$34.08	\$43.50
Over 40 hrs/wk	1.43% of above rates		

Contract Compliance Associate

Under direct supervision, performs contract compliance responsibilities by monitoring assigned contracts or grants to ensure contracts remain effective; monitoring contractor compliance; monitoring supply chain of contracted suppliers and performing contract releasing. Has minimal or limited contact with departmental or corporate supervisors or middle management.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university with major coursework in a field related to the job plus one (1) year of related experience. Experience may substitute for education up to the maximum of four (4) years.

Licenses and Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$22.44	\$28.04	\$35.35
Over 40 hrs/wk	1.43% of above rates		

Council Executive Secretary

This position serves as a support role to members of the City Council, City of Austin departments, community leaders, and the public.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university with major coursework in Business Administration, Public Administration or in a field related to the job, plus three (3) years of experience in an administrative or executive secretary capacity. Experience may substitute for education up to the maximum of four (4) years.

Licenses and Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$24.74	\$30.90	\$38.95
Over 40 hrs/wk	1.43% of above rates		

Court Clerk Assistant

Under general supervision, works in conjunction with other Court personnel, judges, and prosecutors to perform a wide variety of court case management functions.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from High School or equivalent plus four (4) years of related experience OR Associates degree plus two (2) years of related experience.

Licenses and Certifications Required: None

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$20.35	\$25.44	\$32.05
Over 40 hrs/wk	1.43% of above rates		

Court Clerk Associate

Under close supervision, works in conjunction with other clerical and administrative personnel to perform a variety of routine clerical duties for the Municipal Court following established policies and procedures.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed

Minimum Qualifications

Education and/or Equivalent Experience:

High school education or GED plus one (1) year of general clerical or secretarial experience.

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$15.73	\$20.42	\$24.77
Over 40 hrs/wk	1.43% of above rates		

Court Clerk Lead

Under general supervision, performs skilled clerical tasks in a major administrative area. Functions in a lead capacity, coordinating schedules, training new staff, answering questions from staff and the public. Works in conjunction with other administrative personnel to perform a wide variety of courtroom and administrative support duties.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed

Minimum Qualifications:

Education and/or Equivalent Experience:

Graduation from High school or equivalent plus six (6) years of related experience. Or; Associates degree plus four (4) years of related experience.

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$22.44	\$28.04	\$35.35
Over 40 hrs/wk	1.43% of above rates		

Customer Service Representative I

Under general supervision, responsible for handling customer questions, complaints, and billing inquiries.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

High School graduation or GED, plus two (2) years' experience in billing, credit counseling, or customer service.

Licenses and Certifications Required: None

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$23.54	\$29.43	\$37.08
Over 40 hrs/wk	1.43% of above rate		

Dispatcher I

Under general supervision, perform duties related to receiving and transmitting information and dispatching crews and equipment.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed

Minimum Qualifications

Education and/or Equivalent Experience:

High School graduation or GED, plus one (1) year of dispatching or using two-way communication equipment or related experience.

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$15.73	\$20.42	\$24.77
Over 40 hrs/wk	1.43% of above rates		

Dispatcher II

Under general supervision, lead and perform activities related to dispatching crews and equipment in the field to perform maintenance or emergency services.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

High School graduation or GED, plus two (2) years of dispatching or related experience.

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$17.09	\$20.92	\$26.00
Over 40 hrs/wk	1.43% of above rates		

Electronics Technician I

Working under close supervision install, maintain, inspect and repair electronic communications, computer or instrumentation/control equipment.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university with major course work in a related field. Experience may substitute for education up to the maximum of four (4) years

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$21.36	\$26.73	\$33.66
Over 40 hrs/wk	1.43% of above rates		

Electronics Technician II

Working under general supervision install, maintain, inspect and repair electronic communications, computer, peripheral, or instrumentation/control equipment.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from High School or equivalent plus three (3) years' experience in repair and maintenance of electronics such as communications, computer and peripheral or control and instrumentation equipment. Twelve (12) semester hours of college credit in Electronics, Communications Technology, Engineering Technology, Computer Science or related field may substitute for one (1) year of the required experience up to a maximum of two (2) years.

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$25.45	\$32.46	\$41.44
Over 40 hrs/wk	1.43% of above rates		

Employment Services Specialist

Working under general supervision with moderate latitude for the use of initiative and independent judgment, performs moderately complex employment outreach work.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university with major course work in a related field. Experience may substitute for education up to the maximum of four (4) years

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$29.46	\$37.57	\$47.96
Over 40 hrs/wk	1.43% of above rates		

Event Coordinator

Under general supervision, provide technical assistance in planning scheduled events in a public assembly/event facility.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) college or university with major coursework in Business Administration, Public Administration, Marketing, Liberal Arts or related field plus one (1) year of relevant work experience in a convention center, public assembly/event facility or other related facility/industry. Experience may substitute for education up to the maximum of four (4) years.

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$28.07	\$35.78	\$45.69
Over 40 hrs/wk	1.43% of above rates		

Heating & Refrigeration Mechanic I

Under close supervision, perform tasks in maintenance, repair and installation of heating, ventilation, air conditioning and refrigeration systems in City facilities.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

High School graduation or GED, plus two years' experience in building maintenance or repair which included HVAC, plumbing or electrical work. One year of relevant work experience may substitute for one year of the required education with a maximum substitution of four years. Completion of approved course of training in air conditioning and refrigeration systems may substitute for one year of the required experience.

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$22.44	\$28.04	\$35.35
Over 40 hrs/wk	1.43% of above rates		

Heating & Refrigeration Mechanic II

Under general supervision, performs work of a complex nature, including installation, maintenance and repair of residential or commercial heating, ventilation, air conditioning and refrigeration systems in City facilities.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

High School graduation or GED, plus two years' experience in repair and maintenance of residential and commercial heating, ventilation, air conditioning and refrigeration equipment and systems. Completion of accredited training in air conditioning and refrigeration systems may substitute for one year of the required experience.

Licenses or Certifications Required: Must possess Texas Class C driver license in good standing. EPA Refrigerant Recovery Certification. Must be a registered HVAC Tech with Texas Department of Licensing and Regulation.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$25.45	\$32.46	\$41.44

Over 40 hrs/wk 1.43% of above rates

Heating & Refrigeration Mechanic III

Under general supervision, performs works of a complex nature, including installation, maintenance and repair of residential. Industrial and/or commercial heating, ventilation, air conditioning and refrigeration systems in City facilities.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

High School graduation or GED, plus four years' experience in repair and maintenance of commercial/industrial heating, ventilation, air conditioning or refrigeration systems, including chillers. Completion of accredited training in air conditioning and refrigeration systems may substitute for one year of the required experience.

Licenses or Certifications Required: Texas Driver's License in good standing. EPA Refrigerant Recovery Certification. Must obtain unrestricted Texas Air Conditioning License for City use within 120 calendar days of hire.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$28.07	\$35.78	\$45.69
Over 40 hrs/wk	1.43% of above rates		

Human Resources Assistant

Performs basic human resources assistance for a variety of human resources programs or in one specific functional area such as Worker's Compensation, Occupational Safety, Benefits, Employment, Compensation, Employee Relations, or Organizational Development and Training. Includes no or limited amount of support tasks such as time entry or file maintenance.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university in a related field. One (1) additional year of experience may substitute for the education up to the maximum of four (4) years.

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$21.36	\$26.73	\$33.66
Over 40 hrs/wk	1.43% of above rates		

Human Resources Generalist

Provide human resources advice and problem solving to one or more departments in two or more specialized areas of human resources, such as Worker's Compensation, Benefits, Employment, Compensation, Employee Relations, Organizational Development and Training, Occupational Safety, Equal Opportunity, and Affirmative Action human resources related software applications.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university with major course work in field related to job, plus two (2) years of human resources experience. One (1) additional year of experience may substitute for the education up to the maximum of four (4) years.

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$25.45	\$32.46	\$41.44
Over 40 hrs/wk	1.43% of above rates		

Legal Secretary I

Provides assistance to attorneys and other administrative personnel within the law department by performing routine legal secretary and administrative duties.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

High school graduate or equivalent and one (1) year of experience in legal environment.

Licenses or Certifications Required: None.

Bill Rate:		<u>Entry</u>	<u>Mid</u>	<u>Max</u>
	40 hrs wk or less	\$22.44	\$28.04	\$35.35
	Over 40 hrs/wk	1.43% of above rates		

Library Assistant

Under general supervision, serves as support for administrative and volunteer staff in a unit of the Austin Public Library.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four (4) year college or university, plus two (2) years' experience in library services. Experience may substitute for education up to a maximum of four (4) years

Licenses or Certifications Required: May require a valid driver operator's license.

May require the use of a personal vehicle.

Physical Requirements:

Must be able to stoop, bend, walk and reach to heights of six (6) feet.

Must be able to pull or lift up to 50 lbs.

Must be able to push loaded book truck weighing up to 300 lbs.

Must have manual dexterity to operate computer keyboard.

Bill Rate:		<u>Entry</u>	<u>Mid</u>	<u>Max</u>
	40 hrs wk or less	\$22.44	\$28.04	\$35.35
	Over 40 hrs/wk	1.43% of above rates		

Mail Services Clerk

Under general supervision, perform a variety of special and routine mail delivery services. Participate directly and/or indirectly in the activities of receiving, sorting, processing, and delivering daily inter-office and U.S. mail.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed. Knows and uses working knowledge of concepts, practices and procedures in performing a variety of duties in providing mail services. Performs work that is routine in nature.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from High School or equivalent, plus one (1) year of experience in mail services or messenger delivery.

Licenses or Certifications Required: Texas Class "C" Driver's License, as required by related area.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$15.73	\$20.42	\$24.77
Over 40 hrs/wk	1.43% of above rates		

Maintenance Worker I

Under close supervision, perform routine building maintenance tasks.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from High School or equivalent, plus three (1) year of experience in general construction, or custodial building or repair work.

Licenses or Certifications Required: Texas Class "C" Operator's License.

Physical Requirements:

Moderate. Tasks involve bending, lifting, walking, carrying, or using a force equal to lifting up to fifty (50) pounds.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$17.09	\$20.92	\$26.00
Over 40 hrs/wk	1.43% of above rates		

Maintenance Worker II

Under general supervision, perform building maintenance and plant maintenance tasks.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from High School or equivalent, plus three (2) years of custodial, building maintenance and construction work. Experience may substitute for the education up to the maximum of four (4) years.

Licenses or Certifications Required: Texas Class "C" Operator's License.

Physical Requirements:

Moderate. Tasks involve bending, lifting, walking, carrying, or using a force equal to lifting up to fifty (50) pounds.

Bill Rate:

	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$17.93	\$21.98	\$27.31
Over 40 hrs/wk	1.43% of above rates		

Maintenance Worker III

Under general supervision, perform building maintenance and plant maintenance tasks.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from High School or equivalent, plus three (3) years of building maintenance and construction work, including heating, cooling, electrical, and plumbing systems. Relevant work experience may substitute for the education up to the maximum of four (4) years.

Licenses or Certifications Required: Texas Class "C" Operator's License.

Physical Requirements:

Moderate. Tasks involve bending, lifting, walking, carrying, or using a force equal to lifting up to fifty (50) pounds.

Bill Rate:

	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$20.35	\$25.44	\$32.05

Over 40 hrs/wk 1.43% of above rates

Network Systems Administrator

Using advanced skills and broad knowledge, perform duties to support the procurement, maintenance and development of the operation of the organization's network or systems. To include: designing, installing, configuring, monitoring, administering and troubleshooting computer network/systems and associated assemblies. May provide guidance to less experienced employees.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four-year college or university with major course work in Information Systems, Computer Science, Electronics, or in a field related to the job plus two (2) years' experience working in a network support/networked environment. Education or Experience may be substituted up to a maximum of four (4) years.

Licenses and Certifications Required: None

Bill Rate:

	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$34.09	\$44.33	\$57.27
Over 40 hrs/wk	1.43% of above rates		

Network/Systems Administrator Senior

Using comprehensive knowledge and is competent at the highest level, performs duties to support the procurement, maintenance and development of the operation of the organization's network or systems. To include: designing, installing, configuring, monitoring, administering and troubleshooting computer network/systems and associated assemblies. May be team leader or coordinate activities of unit to meet project guidelines.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four-year college or university with major course work in Information Science, Computer Science, Electronics, or in a field related to the job. Three (3) year' experience working in a network support/network environment.

Education or Experience may be substituted up to a maximum of four (4) years
Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$40.60	\$52.80	\$68.23
Over 40 hrs/wk	1.43% of above rates		

Public Event Worker

Under direct supervision, perform activities that may include set-ups, tears-downs, light security, cashiering, and general janitorial services for conventions/events/trade shows/etc. in a public assembly/event/parking facility.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from High School or equivalent plus two years of custodial/cashier or general labor experience. One (1) additional year of relevant work experience may substitute for the required education with a maximum substitution of (4) four years.

Licenses or Certifications Required: Appropriate level of driver's license and certifications as specified for the individual's job.

Bill Rate:		<u>Entry</u>	<u>Mid</u>	<u>Max</u>
	40 hrs wk or less	\$17.09	\$20.92	\$26.00
	Over 40 hrs/wk	1.43% of above rates		

Senior Buyer

Under minimal direction acquires commodities, equipment and services in a specialized procurement activity on behalf of the City within established purchasing procedures and applicable laws, by reviewing requests, talking to vendors and department officials, examining price, suitability, and availability of items or services, comparing specifications, and reviewing alternatives to requests in order to fulfill affirmative action, value analysis or other objectives.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from an accredited four year college or university plus three (3) years' experience in a related field; Experience may be substituted for education up to four (4) years.

Licenses or Certifications Required: None.

Bill Rate:		<u>Entry</u>	<u>Mid</u>	<u>Max</u>
	40 hrs wk or less	\$32.16	\$41.81	\$54.04

Over 40 hrs/wk 1.43% of above rates

Systems Support Technician

Using fundamental concepts within well-defined procedures, install, configure, support, and integrate information systems hardware and software for end users. Primary functions include: hardware support, help desk, telecommunications, training, and applications support. May work on specific aspects of assigned projects or complete small projects.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from High school or equivalent plus two (2) years' experience in a related field. Any combination of education or work experience may substitute.

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
40 hrs wk or less	\$29.46	\$37.57	\$47.96
Over 40 hrs/wk	1.43% of above rates		

Systems Support Technician Senior

Using comprehensive knowledge, Install, configure, support, and integrate information systems hardware and software for end users. Primary functions include: hardware support, help desk, telecommunications, training, applications support and generalists. Sets priorities. May be team leader or coordinate activities of unit to meet project guidelines.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

Minimum Qualifications

Education and/or Equivalent Experience:

Graduation from High school diploma or equivalent plus three (3) years' experience in a related field; Any combination of education or work experience may substitute

Licenses or Certifications Required: None.

Bill Rate:	<u>Entry</u>	<u>Mid</u>	<u>Max</u>
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40 hrs wk or less	\$34.09	\$44.33	\$57.27
Over 40 hrs/wk	1.43% of above rates		

**Additional Job Titles and Pay Scales may be added as needed.

EXHIBIT D
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To 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, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18th day of December, 2013

CONTRACTOR

Goodwill Temporary Services Inc.

Authorized Signature

Mark Hemstra

Title

MARK HEMSTRA, President

EXHIBIT D
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

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Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To 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, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
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Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

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Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 19th day of December, 2013

CONTRACTOR

Authorized Signature

Title

TIBH Industries, Inc.
[Signature]
State Sales Manager

**CITY OF AUSTIN
FSD - PURCHASING OFFICE
CERTIFICATION OF EXEMPTION**

DATE:	October 11, 2013	DEPT:	Human Resources Department, Employment Services Division
TO:	Purchasing Officer or Designee	FROM:	Mary Smith, HR Coordinator
BUYER:		PHONE:	512-974-3232

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of more than \$50,000, unless the expenditure falls within an exemption listed in Section 252.022 of the above code. This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase.

(Please check which exemption you are certifying)

- | | |
|--|--|
| <input type="checkbox"/> a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality | <input type="checkbox"/> paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements |
| <input type="checkbox"/> a procurement necessary to preserve or protect the public health or safety of municipality's residents | <input type="checkbox"/> a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters |
| <input type="checkbox"/> a procurement necessary because of unforeseen damage to public machinery, equipment, or other property | <input type="checkbox"/> a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212 |
| <input type="checkbox"/> a procurement for personal, professional, or planning services | <input type="checkbox"/> personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391 |
| <input type="checkbox"/> a procurement for work that is performed and paid for by the day as the work progresses | <input checked="" type="checkbox"/> services performed by blind or severely disabled persons |
| <input type="checkbox"/> a purchase of land or right-of-way | <input type="checkbox"/> goods purchased by a municipality for subsequent retail sale by the municipality |
| <input checked="" type="checkbox"/> a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits | <input type="checkbox"/> electricity |
| <input type="checkbox"/> a purchase of rare books, papers, and other library materials for a public library | <input type="checkbox"/> advertising, other than legal notices. |

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.

4. Please attach any documentation that supports this exemption.

5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City. **The City has been using Texas Industries for the Blind-TIBH since December 4, 2004 with its subcontractor, Goodwill Temporary Services, Inc. to meet the City's temporary clerical personnel needs. Fair market prices are established by the Texas Council on Purchasing from People with Disabilities. TIBH rates for these services have been in compliance with the Fair Market Pricing.**

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with **Texas Industries for the Blind-TIBH** which will cost approximately \$2,136.00.00 over the next six years. TIBH is certified by the State Legislature to provide products and services without competitive bidding by the State and its political subdivisions in compliance with Chapter 122, Title 8, Human Resources Code.

Recommended Certification

Mark Smith 10/11/13
Originator Date

Approved Certification

Mark Washington 10/11/13
Department Director or designee Date

City Sign 10/13/13
Assistant City Manager Date

Purchasing Review

Rochelle L. Lusk 10/14/13
Buyer Date

Manager Initials

Exemption Authorized

Amie 10/17/13
Purchasing Officer or designee Date