



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: David Walch 46663; Marvin Brice, CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001168, Texas Association of Community Action Agencies, Inc., Hudson Sausage Company and Caritas of Austin, for the Hunters for the Hungry Program.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Each year, Travis County enters into a Memorandum of Agreement outlining roles and responsibilities regarding the processing and distribution of venison generated as a result of wildlife management activities on Travis County owned and managed lands. Orion Research and Management Services will provide management of the deer populations. In cooperation with this agreement, Hudson's Sausage Company will process the deer to be provided for the Hunters for the Hungry program.

Through this memorandum, Texas Association of Community Action Agencies, Inc., Caritas of Austin, and Hudson's Sausage Company collaborate to feed low income children, families, individuals, and senior citizens in local communities. Travis County will pay \$8,000, or \$40 per animal, for processing of meat by Hudson's Sausage Company

- **Contract Expenditures:** Within the last 12 months \$6,650.00 has been spent against this contract/requirement.
- **Contract-Related Information:**

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

Award Amount: \$8,000.00
Contract Type: Professional Services Agreement
Contract Period: October 1, 2012 – May 1, 2012

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

Parks Fund 0001 Funds/Cost Center

1490220001 GL Account No. 511900 -- \$4,400.00

BCCP Fund 0115 Funds/Cost Center

1490120115 GL Account No. 511900 -- \$3,600.00

Comments: Funds Reservation: 300000386 -- \$8,000.00

**MEMORANDUM OF AGREEMENT
BETWEEN**

TRAVIS COUNTY

AND

TEXAS ASSOCIATION OF COMMUNITY ACTION AGENCIES, INC.

AND

HUDSON SAUSAGE COMPANY

AND

CARITAS OF AUSTIN

RELATING TO

**PARTICIPATION IN THE
HUNTERS FOR THE HUNGRY PROGRAM
2012-2013 SEASON**

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TRAVIS COUNTY
SEP 31 PM 15:50
HUNTERS FOR THE HUNGRY

Purpose

This Memorandum of Agreement (hereinafter referred to as "Agreement") exists to document the process whereby deer will be harvested from Travis County-owned or Travis County-managed lands for the purpose of herd and land management, and to set forth the respective rights and responsibilities of the parties hereto. The parties to this Agreement are: Travis County, the Texas Association of Community Action Agencies, Inc. (hereinafter referred to as "TACAA"), Hudson Sausage Company, and Caritas of Austin. The harvested deer will be prepared and processed either by Hudson Sausage Company, a meat processor participating in Hunters for the Hungry, a program administered by TACAA, or by another participating meat processor designated by TACAA (hereinafter referred to as "Alternate Meat Processor"). The donated venison will be used by Caritas of Austin for the purpose of feeding low income children, families, individuals, and senior citizens in local communities.

Travis County Agrees to:

1. Obtain the appropriate type of hunting permit from the Texas Parks and Wildlife Department for staff run harvests, which at the time of execution of this Agreement is known as an "Antlerless Deer and Spike-Buck Control Permit".
2. Verify that the contracted harvester, Orion Research and Management Services, has obtained the appropriate "Scientific Collection Permit" from the Texas Parks and Wildlife Department.
3. Harvest up to 200 deer from Travis County-owned or Travis County-managed lands during the 2012-2013 hunting season.
4. Field dress each deer after each hunt, including but not limited to the removal of feces and/or intestinal material.

5. Abide by the federal Bill Emerson Good Samaritan Food Act, 42 U.S.C.S. § 1791 (hereinafter referred to as "Emerson Food Act") and the Texas Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.001 et seq. (hereinafter referred to as "Texas Donor Act"), by not donating any deer deemed unfit for human consumption.
6. Maintain field dressed carcasses in cold storage until delivery to Hudson Sausage Company and/or Alternate Meat Processor.
7. Provide regular transportation of the harvested deer to Hudson Sausage Company and/or Alternate Meat Processor in accordance with delivery schedules mutually agreed to in advance by Travis County and Hudson Sausage Company or Alternate Meat Processor. No harvested deer will be delivered to Hudson Sausage Company on any of the following dates: any Sunday, Monday or Tuesday; October 31 through November 6, 2012; November 22, 2012 (Thanksgiving Day) through December 1, 2012; and December 23, 2012 through January 5, 2013.
8. Notify Hudson Sausage Company and/or Alternate Meat Processor in advance of any delivery schedule changes or abnormally high-volume deliveries.
9. Provide a "Deer Tag" that shall accompany each harvested deer to assist Travis County in ensuring that all processed venison resulting from this program is delivered to Caritas of Austin.
10. Provide funding for deer meat processing in the amount of \$40.00 per deer, to TACAA, within thirty (30) days of receipt of a correct invoice completed as acceptable to Travis County.
11. Provide a maximum of \$8,000.00 for this program in the 2012-2013 hunting season.

TACAA Agrees to:

1. Maintain regular contact with all parties involved, including Travis County, Hudson Sausage Company, Alternate Meat Processor, and Caritas of Austin.
2. Abide by the Emerson Food Act and the Texas Donor Act.
3. Obtain donation receipts and deer tags from Hudson Sausage Company and/or Alternate Meat Processor, maintain contact with Caritas of Austin to verify the placement of venison donations, and keep Hudson Sausage Company and/or Alternate Meat Processor informed of the amount of funding available for venison donations from Travis County.
4. Send invoices, and copies of donation receipts for verification, to Travis County for payment. In order to be considered acceptable by Travis County, an invoice must include: (1) the name, address, telephone number of TACAA and similar information in the event payment is to be made to a different address, (2) the name of this Agreement, (3) the amounts specified in each invoice received for the month from Hudson Sausage Company and any Alternate Meat Processor, (4) the dates venison donations were accepted by Caritas of Austin, (5) the poundage of venison accepted and distributed by Caritas of Austin, and (6) any additional payment information which may be called for by this Agreement.

5. Promptly reimburse Hudson Sausage Company and/or Alternate Meat Processor after receiving payment from Travis County. TACAA is not required to provide reimbursements any more frequently than monthly.
6. Contact Caritas of Austin regularly to verify pick-up of donations.
7. Designate at least one Alternate Meat Processor, as defined above, in the event of withdrawal of Hudson Sausage Company from the project, and use best efforts to ensure that any such Alternate Meat Processor performs all obligations set forth in the section entitled "Hudson Sausage Company/Alternate Meat Processor Agree to" and in the section entitled "The Parties Mutually Agree".
8. Provide Travis County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the Travis County Auditor before any funds are payable.

Hudson Sausage Company/Alternate Meat Processor Agree to:

1. Process into ground meat up to 200 deer from Travis County-owned and Travis County-managed lands during the 2012-2013 hunting season.
2. Abide by the Emerson Food Act and the Texas Donor Act by not donating any venison deemed unfit for human consumption.
3. Maintain processed meat in cold storage and contact Caritas of Austin to pick up the processed meat when ready, or upon a mutually agreed schedule between Hudson Sausage Company and Caritas of Austin.
4. Ensure all Travis County "Deer Tags" remain with each processed deer until such time as it is picked up by Caritas of Austin. Collect the Travis County "Deer Tags" for each processed deer and provide these to TACAA.
5. Notify TACAA in advance of any processing schedule changes or abnormally high-volume pick-ups.
6. Provide meat processing services for the charge of \$40.00 per deer.
7. Provide TACAA with invoices and copies of donation receipts to be processed for payment on a monthly basis.

Caritas of Austin Agrees to:

1. Pick up processed deer meat in refrigerated trucks from Hudson Sausage Company and/or Alternate Meat Processor.
2. Verify by signature the Travis County "Deer Tags" for each processed deer upon pickup.
3. Abide by the Emerson Food Act and the Texas Donor Act by not donating any venison deemed unfit for human consumption.
4. Use the venison to feed low income children, families, individuals, and senior citizens in local communities.

5. Communicate with TACAA to verify the poundage of venison accepted and distributed.
6. Maintain records of donation dates, amount of poundage donated, and name of the person who received the donation on behalf of Caritas of Austin.

The Parties Mutually Agree:

1. To work together to publicize the results of this effort after its completion. This includes preparation of a report documenting how much meat was donated and the number of recipients potentially served.
2. That this Agreement may be terminated at any time by mutual written consent of all parties.
3. That this Agreement may be terminated by a single party by providing the other parties thirty days' written notice.
4. That Travis County and its duly authorized representatives shall have access to any and all books, documents, papers, and records that are directly pertinent to the Services to be performed under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
5. That, in the event of termination of this Agreement, Travis County will pay for all meat processing costs incurred for this project until the actual termination date, provided that the overall amount requested by TACAA does not exceed \$8,000.00.
6. That this Agreement is effective on the date the last authorizing signature is affixed and shall expire on May 1, 2013.
7. To the extent permitted by law, that all parties shall indemnify and hold harmless each of the other parties and its officials, agents, and employees from and against any and all claims, losses, damages, actions, suits, and liability of any kind, whether meritorious or not, including without limitation all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for damage to any property, arising in whole or in part from any negligent act or negligent omission of any party or any party's employees, agents, or representatives on account of, arising or resulting from, directly or indirectly, the performance of this Agreement.
8. Acknowledge that no officer, agent, representative, or employee of Travis County, other than the County Executive of the Transportation and Natural Resources Department, or his designee, to whom such authority has been expressly delegated, has any authority, either express or implied, to modify or amend the terms of this Agreement unless expressly granted that specific authority by the Commissioners Court of Travis County.
9. When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless all Parties agree, in writing, to waive the confidentiality.

10. Notwithstanding anything to the contrary herein, the Parties agree that if any entity to which Travis County is obligated to make payment hereunder is delinquent in the payment of Travis County property taxes at the time such entity provides the services to be rendered under this Agreement, such entity hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

11. Delayed Payment to Party with Outstanding Debt.

11.1 In this section 11, "Debt" includes delinquent taxes, fines, fees owing to the State of Texas or the County, and indebtedness arising from written agreements with State of Texas or the County for which a notice with evidence has been filed with the Travis County Auditor or Travis County Treasurer.

11.2 Section 154.045 of the Texas Local Government Code authorizes the County not to draw a check on any County fund in favor of a party, or its agent or assignee until the Debt is paid after the Travis County Treasurer notifies the party in writing that the Debt is outstanding.

11.3 If the Travis County Treasurer's notice states that any amount owed by the County to a party may be applied to reduce the outstanding Debt, the County may apply any amount the County owes that party to the outstanding balance of the Debt.

12. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving all Parties thirty days' written notice that this Agreement is terminated due to the failure to fund it.

13. Any and all notices required under this Agreement shall be effective upon receipt and shall be in writing and personally delivered or in lieu of such personal service deposited in the U.S. Mail, to the following addresses:

(a) County: Samuel T. Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

with copies to: Steven M. Manilla, P.E.
County Executive
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

Cyd V. Grimes, C.P.M. CPPO
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

(b) TACAA: Stella Rodriguez
Executive Director
Texas Association of Community Action Agencies, Inc.
2512 I.H. 35 South, Ste. 100
Austin, Texas 78704-5772

(c) Hudson Sausage Company:

Barrett Klein, Owner
Hudson Sausage Company
1800 S. Congress
Austin, Texas 78704


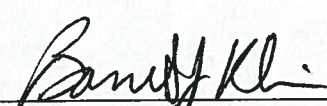

(d) Caritas of Austin:

Tanya Greenough
Program Manager, Food Services
Caritas of Austin
P.O. Box 1947
Austin, Texas 78767-1947

The Parties may change their respective addresses for notice by delivery of a notice complying with the requirements of this Section.

14. Each party's obligations shall be performed exclusively in Travis County, Texas, and venue for any action arising hereunder shall lie exclusively in Travis County, Texas.
15. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

[Signatures on following page]

<hr/> Samuel T. Biscoe Travis County Judge	<hr/> Date
<hr/>  <hr/> Stella Rodriguez, Executive Director Texas Association of Community Action Agencies, Inc.	<hr/> 9-18-2012 <hr/> Date
<hr/>  <hr/> Barrett Klein, Owner Hudson Sausage Company	<hr/> 9/19/12 <hr/> Date
<hr/>  <hr/> Tanya Greenough Program Manager, Food Services Caritas of Austin	<hr/> 9/21/12 <hr/> Date

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

October 8, 2012

TO: Cyd Grimes, Purchasing Agent

FROM: Steven M. Manilla, County Executive – TNR/FMD

RE:  Purchasing Request Memo for MOA for the Hunters for the Hungry Program

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2012 OCT -8 PM 4:22

Each year Travis County enters into a Memorandum of Agreement outlining roles and responsibilities regarding the processing and distribution of venison generated as a result of wildlife management activities on Travis County owned and managed lands.

Rose Farmer, Natural Resources Program Manager (854-7214) is the NREQ point of contact for details regarding the oversight of this program.

Funding for this effort has been secured under Funds Reservation No. 300000386. This funding totals \$8,000.00 (\$3,600.00 for NREQ and \$4,400.00 for Parks). Please contact Isabelle Lopez (854-7675) if there are any questions regarding the financial arrangements.

Please proceed to secure the needed signatures on the MOA developed by the County Attorney's office in conjunction with our Partners in this matter so that NREQ and Parks may begin utilizing these services in a timely fashion.

Please let us know if there are any questions and thank you for your help.

CC: Roger Armistead, TNR Parks
Charles Bergh, TNR Parks
David Walch, Purchasing
Marvin Brice, Purchasing
Isabelle Lopez, TNR
Donna William-Jones, TNR
Rose Farmer, TNR NREQ
Linda Laack, TNR NREQ