



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 2012

Prepared By/Phone Number: David Walch, 4666; Marvin Brice CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001200; Orion Research and Management Services, for Wildlife Management Services.

- **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.

Travis County Transportation and Natural Resources manages over 12,000 acres of land classified as parks, open space, and preserves. Travis County is contracting with Orion Research and Management Services for wildlife management services for designated portions of these areas to provide management of deer, feral hog, and exotic ungulate populations.

Section 1.2 of the contract states: The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4), Texas Local Government Code, as a contract for professional services.

- **Contract Expenditures:** Within the last 12 months \$36,000.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$36,750.00
 - Contract Type: Professional Services Agreement
 - Contract Period: December 4, 2012 – December 3, 2013

➤ **Funding Information:**

Funds Verification No. 300000387

Funding Account(s):

Comments:

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 25, 2012

TO: Cyd Grimes, Purchasing Agent

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

RE: Purchasing Request Memo for Professional Services Agreement
between Travis County and Orion Research and Management Services

The current Professional Services Agreement between Travis County and Orion Research and Management Services for deer and feral hog management services in designated County-managed Parks and Balcones Canyonlands Preserve tracts expires on December 2, 2012. A new Professional Services Agreement with Orion Research and Management Services will be submitted to Commissioners' Court for approval in November 2012.

Funding for the FY2013 harvest season has been secured under Funds Reservation No. 300000387 and Purchase Order No. 4100000919. This funding totals \$36,750.00 (\$22,050.00 for NREQ and \$14,700.00 for Parks). Please contact Isabelle Lopez (854-7675) if there are any questions regarding the financial arrangements.

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

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

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

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
 County OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, ("County") and Orion Research and Management Services, a Texas non-profit organization organized and operating in the State of Texas ("Contractor"), together, the "Parties."

WHEREAS, County desires to contract with a professional wildlife management firm to provide management of deer, feral hog, and exotic ungulate populations through actions and strategies that are focused on public safety and are consistent with sound biological management practices; and

WHEREAS, the Parties agree that the services provided by Contractor will enhance and improve the process by which free-ranging white-tailed deer are harvested from Travis County-owned and Travis County-managed lands and subsequently donated to Caritas of Austin for the purpose of feeding low-income families in local central Texas communities, pursuant to a separate agreement with Caritas of Austin and other Texas agencies participating in the "Hunters for the Hungry" program; and

WHEREAS, Contractor and the employees of Contractor have the ability, expertise, experience, and all necessary permits, licenses, and certificates to furnish such professional services.

NOW, THEREFORE, County and Contractor agree as follows:

I. INDEPENDENT CONTRACTOR

1.1 County and Contractor expressly acknowledge and agree that:

- (a) Contractor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor;

- (b) no employee of Contractor shall be considered an employee of County, or gain any rights against County pursuant to County's personnel policies;
- (c) no employee of Contractor shall claim any benefits from County other than the payments set forth in this Agreement;
- (d) none of Contractor's employees have a contractual relationship with County;
- (e) the relationship of the Parties is an independent contractor relationship and is not and shall not be construed or interpreted to be a partnership, joint venture, or agency.
- (f) Contractor does not have the authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County, and County does not have the authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.

1.2 The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4), Texas Local Government Code, as a contract for professional services.

II. AUTHORITY OF THE TRAVIS COUNTY PROJECT MANAGER

2.1 The Program Manager of the Travis County Transportation and Natural Resources Department's Natural Resources and Environmental Quality Division (the "Project Manager") will act on behalf of the County with respect to the work to be performed under this Agreement. The Project Manager shall have complete authority to interpret and define County's policies and decisions with respect to Contractor's services.

2.2 The Project Manager may designate representatives to transmit instructions and receive information. The Project Manager shall supervise the performance of Contractor's services under this Agreement and Contractor shall cooperate fully with the Project Manager in the performance of such services.

2.3 In the event of any dispute arising out of the performance of Contractor's services specified in this Agreement, the decision of the Project Manager shall be final and binding; provided, however, Contractor may appeal the Project

Manager's decision, in writing, to the Travis County Commissioners Court, which has final authority to affirm, reverse or modify the Project Manager's decision.

III. SCOPE OF SERVICES

3.1 Contractor's basic services shall consist of all elements of work and preparation required to provide the necessary deer, feral hog, and exotic ungulate population management services on various tracts of County-managed preserve land, as described in the Scope of Services attached hereto as **Exhibit 1** and made a part hereof for all purposes (the "Services"). Contractor shall perform the Services in a satisfactory manner as determined by County.

3.2 In performing the Services, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, guidelines, permitting and licensing requirements, and established goals pertaining to the Services, including without limitation the following:

- (i) the Bill Emerson Good Samaritan Food Donation Act, 42 U.S.C. § 1791;
- (ii) the Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.002 et seq.;
- (iii) the terms and conditions of the U.S. Fish and Wildlife Service ("USFWS") regional 10(a)(1)(B) permit jointly held by Travis County and the City of Austin;
- (iv) all terms and conditions, policies and procedures comprising the Balcones Canyonlands Preserve ("BCP") Land Management Plan;
- (v) rules, regulations, and guidelines promulgated by the Texas Parks and Wildlife Department ("TPWD"), including possession of a valid TPWD-issued Scientific Collection Permit, a TPWD-issued Hunting License, and proof of TPWD (or equivalent) Hunter Education Certification that meets International Hunter Education Association standards;
- (vi) rules, regulations, and guidelines promulgated by the Lower Colorado River Authority; and
- (vii) the Wildlife Management Program goals established by the Travis County Natural Resources.

IV. COORDINATION WITH COUNTY

4.1 Contractor agrees to and shall cooperate to the greatest extent possible with County officials and staff and other entities as reasonable and necessary and as required by the Project Manager in the performance of the services to be rendered under this Agreement.

V. COMPENSATION

5.1 The County will pay Contractor by check or warrant as follows for Contractor's satisfactory performance of the Services upon Contractor's submission of an invoice that complies with Section 5.5: County shall pay Contractor the sum of TWO HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$245.00) per white-tailed deer and ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$180.00) per feral hog or other exotic ungulate removed from the County-managed BCP property; however, in no event shall the total amount payable to Contractor in any one year for the removal of deer, feral hogs, and other exotic ungulates from the BCP property exceed the sum of TWENTY-TWO THOUSAND FIFTY AND NO/100 DOLLARS (\$22,050.00), representing a total not to exceed 90 animals removed from that property, no more than 20 of which can be feral hogs and other exotic ungulates as specified in the Scope of Services. Amounts exceeding this limit shall require the prior approval of the Travis County Commissioners Court.

5.2 As described in the Scope of Services, County shall have the option to expand the scope of this Agreement by requesting Contractor to perform deer population management services on Travis County-managed Parks in consideration of which County shall pay Contractor the same sum (\$245.00 per removed deer). In no event shall the total amount payable to Contractor in any one year exceed the sum of FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$14,700.00), representing a total not to exceed sixty deer removed from Travis County- managed Parks. Amounts exceeding this limit shall require the prior approval of the Travis County Commissioners Court.

5.3 County shall not be responsible for any payments under this Agreement if the Services are not performed to County's satisfaction.

5.4 Contractor and its employees are responsible for reporting all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with the Services performed under this Agreement and shall be solely obligated to pay any and all taxes related to compensation paid to Contractor.

5.5 County shall pay Contractor within 30 days of receipt of an invoice from the Contractor that includes at least the following information:

- (a) the date of service,
- (b) the number and kind of removed animals,
- (c) a brief description of the services rendered; and
- (d) if any venison donation was delivered to Hudson Sausage Company or an alternate meat processor designated by the County, the date(s) of delivery. Invoices shall be submitted as provided in the Scope of Services.

- 5.6 Payment shall be deemed to have been made on the date of mailing of the check or warrant. County will pay interest on overdue payments in compliance with Chapter 2251 of the Texas Government Code.
- 5.7 Unauthorized Invoicing. County is not liable for any of the following:
- 5.7.1 costs incurred or performances rendered by Contractor before or after the Contract term,
 - 5.7.2 expenses not billed to County within the applicable time limits in this Contract, or
 - 5.7.3 any costs for activities not included as Services.
- 5.8 Return of Overpayment. Contractor is liable to County if and when County determines that a payment has resulted in overpayment. Contractor shall repay the overpayment to County within 30 days after County requests a repayment. If Contractor does not repay the overpayment within 30 days, County may offset the amount of any overpayment against the next amount payable to Contractor under this or any other contract.

VI. PERIOD OF SERVICE; TERMINATION

6.1 This Agreement shall be effective upon full execution and shall remain in effect for a period of one year, unless sooner terminated as provided herein (the "Initial Term"). County may unilaterally extend the term of this Agreement for three additional one-year periods (each an "Option to Extend" or collectively the "Options to Extend"), during which periods (each an "Option Term") all provisions hereof, except for term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend at least 60 calendar days prior to expiration of the Initial Term or of the immediately preceding Option Term. County shall have the right to exercise all or a portion of the Options to Extend as it deems necessary.

6.2 County shall have the right to terminate this Agreement, in whole or in part, at any time before termination of the Initial Term, or any Option Term, by providing Contractor with at least 30 days' written notice.

6.3 Termination for Default. Notwithstanding any provision to the contrary, either party may terminate this Contract for the failure of the other party to perform any material provision of this Contract by delivering Notice of termination for default. A party may not terminate for default if the party was a contributing cause of the failure to perform. The Contract terminates immediately when the defaulting

party receives that Notice. If County terminates this Contract, County is not liable for any loss of profits anticipated by Contractor.

VII. LIABILITY; INDEMNIFICATION AND CLAIMS NOTIFICATION

7.1 Contractor shall act as a fiduciary in its relationship with County. Any funds received by Contractor during the performance of the services under this Agreement other than the compensation provided for herein shall be turned over to County without deductions for any purpose.

7.2 Contractor shall indemnify, save and hold harmless County, its officers, agents, and employees from any and all claims, demands, causes of action for damages, and all suits in law or equity of whatever kind or nature, including without limitation all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by, directly or indirectly, the acts or omissions of Contractor, its agents, servants, employees, or invitees, in the execution or performance of this Agreement.

7.3 If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor or County in relation to the performance of this Agreement, Contractor shall give written notice to County of the claim or other action within three working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

7.4 Contractor warrants that the Services and all responsibilities of Contractor arising hereunder shall be performed in accordance with the standards customarily provided by an experienced and competent Contractor rendering the same or similar services. Nothing in this Agreement shall be construed to relieve Contractor of this duty.

7.5 Contractor shall maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County a Certificate of Insurance evidencing required coverages within ten calendar days after the date on which this Agreement is fully executed
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00; 1,000,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability and completed operations):
(includes hunting liability)

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form	Not Required
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Worker's Compensation:.....Statutory

Employers Liability:\$250,000.00

VIII. EXPRESS ACKNOWLEDGEMENTS AND WARRANTIES

8.1 Contractor represents and warrants:

(i) that it has thoroughly examined the Scope of Services, the specific requirements set forth therein, and all other contract documents and has made all investigations necessary to be thoroughly informed regarding the Services to be performed hereunder;

(ii) that it is fully satisfied that the Scope of Services and the activities set forth therein accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the agreed-upon payments to be made hereunder, and agrees that there will be no increase in compensation based upon Contractor's misunderstanding or lack of knowledge about the intent of this Agreement or the Services to be provided hereunder; and

(iii) that if any services or responsibilities not specifically described in this Agreement are required for the proper performance of the Services, they shall be deemed to be implied by and included within the scope of this Agreement to the same extent and in the same manner as if specifically described herein.

8.2 Contractor expressly acknowledges that this Agreement is a personal or professional services contract and that all duties and responsibilities in it must be performed by Contractor and its employees personally and cannot be assigned or subcontracted without the prior approval of the Travis County Commissioners Court, except as may be specifically provided in this Agreement.

IX. NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor, which then exists or may subsequently exist.

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

X. MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

10.1 Contractor agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees performing the Services, together with all documentation for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been concluded.

10.2 Contractor further agrees that County or its duly authorized representatives shall have access to any and all books, documents, papers and records of Contractor that are directly pertinent to the Services to be performed under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

10.3 Duplication of information and documentation. Contractor agrees to provide copies of information and documentation to County upon written request to Contractor at a cost based on the rates applicable to copies provided pursuant to the Texas Public Information Act.

XI. NOTICE

11.1 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, Certified Mail, return receipt requested, to the following addresses:

(a) County: Cyd V. Grimes (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

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

(b) Contractor: Orion Research and Management Services
Attn: Dr. John Cornelius
21 Cedar Trails Drive
Belton, Texas 76513

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

XII. MISCELLANEOUS

12.1 Venue. Contractor's services shall be performed exclusively in Travis County, Texas, and venue for any action arising hereunder shall lie exclusively in Travis County, Texas.

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

12.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

12.4 Amendment. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and shall be approved and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.

12.5 Compliance with Applicable Laws. The parties expressly acknowledge and agree that County and Contractor shall comply with the Constitution of the United States and the State of Texas and all federal, state, County, and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the parties to comply with applicable requirements of law.

12.6 Funding Out. 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 County, County may terminate this Agreement after giving Contractor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

12.7 Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Contractor 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.

12.8 Forfeiture of Contract. Contractor shall forfeit all benefits of this Agreement and County shall retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to this Agreement if Contractor has done business with a Key Contracting Person, as listed in Exhibit 2-A to the affidavit attached hereto as **Exhibit 2** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Contractor or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Contractor and prior to full performance of this Agreement. "Is doing business" and "has done business" mean:

(i) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

(ii) loaning or receiving a loan of money or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

(iii) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public;

(iv) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

(v) a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about this Agreement.

12.9 Conflict of Interest Questionnaire. If required by Chapter 176, Texas Local Government Code, Contractor shall complete, file, and update a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas Contractor acknowledges that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

12.10 W-9. Contractor shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable.

12.11 Severability. 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.

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

12.13 Disputes and Appeals. The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

12.14 Contractor acknowledges that no officer, agent, employee, or representative of County has any authority to change this Contract, to approve assignment of any part of it, or to waive any provision of it unless expressly granted that specific authority by Commissioners Court.

12.15 Return of County Equipment and Access Keys. At the end of this Contract, Contractor shall return property of any kind, including all keys, access cards and other means of access to County buildings and other property that have been provided to it or its staff. Contractor shall not permit its staff to take or retain any County property or any property of County employees.

12.16 Delayed Payment to Contractor with Outstanding Debt.

12.16.1 In section 12.16, "Debt" includes delinquent taxes, fines, fees owing to the state or the County, and indebtedness arising from written agreements with Texas or County for which a notice with evidence has been filed with the County Auditor or Travis County Treasurer.

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

12.16.3 If the Treasurer’s notice states that any amount owed by the County to Contractor may be applied to reduce the outstanding Debt, County may apply any amount County owes Contractor to the outstanding balance of the Debt.

12.17 Survival of Terms. Conditions and covenants of this Contract which by their terms are performable after the termination of this Contract shall survive such termination and remain fully performable.

12.18 Entire Agreement. This is the sole, entire and integrated Agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the later date set forth below (the “Effective Date”).

ORION RESEARCH AND MANAGEMENT SERVICES

By: _____

Name:

Title:

Date:_____

TRAVIS COUNTY:

By:_____

Samuel T. Biscoe
Travis County Judge

Date:_____

EXHIBIT 1
SCOPE OF SERVICES
2012-2013 Season

Scope of Services

Purpose

The Travis County Transportation and Natural Resources Department (TNR) manages over 12,000 acres of land classified as parks, open space, and preserves. As stewards of these lands Travis County has monitored and managed white-tailed deer, feral hog, and other exotic ungulate populations on various tracts to ensure the health and sustainability of native wildlife populations. The County's goals are to protect the health and safety of the public, prevent habitat degradation, and maintain healthy and sustainable native wildlife populations.

Contractor must provide professional wildlife management services of white-tailed deer, feral hog, and other exotic ungulate populations through actions that are focused on public safety and that are consistent with sound biological management practices.

In cooperation with Texas Parks & Wildlife Department (TPWD) and the Lower Colorado River Authority (LCRA), Travis County has collected deer population data and managed the deer herds on County Parks since 1993. Census results indicate that a number of these areas have more white-tailed deer than can be sustainably maintained.

Travis County's preserve tracts are managed as a portion of the Balcones Canyonlands Preserve (BCP). This system of lands is managed to meet the terms and conditions of a U.S. Fish and Wildlife Service (USFWS) regional 10(a)(1)(B) permit jointly held by Travis County and the City of Austin. The BCP was established to manage and protect over 30,000 acres of habitat for eight endangered species and 27 species of concern.

The BCP Land Management Plan, approved by the USFWS in January 2008, directs management of the preserve, including control of non-native, nuisance and invasive species. The Land Management Plan directs that deer populations be monitored and maintained at a level that allows for successful recruitment of plant species supporting the species listed in the permit (e.g., the golden-cheeked warbler and the black-capped vireo).

Feral hogs are known to occur in all areas of western Travis County and on tracts throughout the preserve and on some park lands. The BCP Land Management Plan directs that feral hog populations be monitored and managed to support the habitat for species listed in the permit. Populations of feral hogs can damage property and habitat values, and free-ranging hog populations may pose a threat to human health and safety and significantly impact the area's native wildlife. The County's land managers have been directed to actively work to reduce and control feral hog populations in order to reduce the threat of human health and safety concerns, prevent property damage, and minimize impacts to native wildlife and habitat.

In addition to feral hogs, more than 60 species of free ranging exotic ungulates are known to occur in Central Texas. Some of the more common species include axis deer, blackbuck, sika deer, fallow deer, and aoudad. Exotic ungulates occasionally occur in Travis County-owned parks and preserve lands. While exotic ungulates presently occur in small enough numbers to not pose a significant negative impact to habitat conditions, populations of many exotic ungulate species can increase quickly. Therefore land managers have been directed to control exotic ungulates whenever possible to prevent these species from becoming well established and posing a threat to native wildlife and habitat.

In a letter dated November 8, 2001, Travis County was directed by the USFWS to control nuisance deer populations on BCP tracts. USFWS concerns were heightened by studies performed by the University of Texas and supported by land managers demonstrating that no regeneration of vital habitat components is occurring on some Preserve tracts due to the habitat impacts from intense browse pressure and habitat impacts created by current deer and feral hog populations.

The total number of deer, feral hogs, and other exotics to be removed by the Contractor from Travis County BCP tracts will not exceed 90 animals. The total number of deer to be removed from Travis County-managed Parks will not exceed 60 animals.

Scientific and Biological Justification

Under the guidance of TPWD, Travis County staff collects deer population data on certain park and preserve tracts in the late summer in an effort to determine the current status of the white-tailed deer population on each of these tracts.

Census results from past years have indicated that most park and preserve tracts host a deer population exceeding the carrying capacity for songbird habitats. TPWD recommends population levels of 1 deer to 15-20 acres for effective songbird habitat management, and some research indicates that population levels of 1 deer per 25 to 40 acres may be necessary to achieve adequate hardwood forest regeneration. Deer harvest recommendations for the 2012-2013 season will be made following the collection of deer population data in late summer 2012. Under the guidance of TPWD, Travis County staff will set harvest goals for certain park and preserve tracts.

Management Strategy

The Contractor must coordinate with the Travis County Project Manager for removal of wild free ranging white-tailed deer, feral hogs, and other exotic ungulates in accordance with the Wildlife Management Plan goals established by the County's Natural Resources Program.

The Contractor must provide copies of current valid TPWD-issued Scientific Collection Permits which allow for the removal of white-tailed deer. TPWD does not issue permits or tags for feral hogs or other exotic ungulates, as these animals

are defined as “exotic” under state law and can therefore be taken at any time of year through any legal means by individuals possessing a valid TPWD Hunting License.

In all cases, animal removal must be as discreet and as humane as possible. Any animals taken must be dispatched in a swift, effective, and humane manner. No cruelty will be tolerated. The safety of employees, patrons, and neighbors is the County’s top priority as the County seeks to appropriately manage wildlife populations. The County has made arrangements to donate all venison to Caritas of Austin in cooperation with the Hunters for the Hungry Program for use in providing nutritious meals for needy Travis County residents.

Deer and feral hog populations will continue to fluctuate over time and in response to factors outside the control of park and preserve land managers. By maintaining healthy populations within the land’s carrying capacity, the County will prevent needless suffering of overpopulated and malnourished deer and minimize threats to human health and safety and habitat deterioration caused by feral hogs.

Safety Protocols and Operational Details

The Contractor must comply with the following safety protocols and operational procedures to ensure the safety of staff and the public:

- The safety of staff and the public will always be the first priority with respect to all of Contractor’s management actions.
- Contractor’s management actions must comply with all TPWD rules and regulations that govern the Contractor’s Scientific Collection Permit.
- Contractor’s management actions must be consistent with and be in furtherance of the goals established by the Travis County wildlife management plan for each tract.
- Contractor must provide Travis County the name, Texas driver’s license number, TPWD hunting license number, and proof of Hunter Education Certification for each harvester.
- Contractor must ensure that each harvester has completed a TPWD (or equivalent) Hunter Education course that meets International Hunter Education Association standards.
- Deer, feral hog, and other exotic ungulate management actions shall be implemented only between early October and late February of each year in which this Contract is in effect.
- Only white-tailed deer, feral hogs, and other exotic ungulates will be taken.
- The Contractor must record the following information for each animal taken and provide it to the Transportation and Natural Resources Department by March 15 of each year this contract is in effect: day of kill; the Park or BCP tract where the kill occurred; live body weight; field dressed body weight; estimated age (by tooth-wear method); sex; if female: lactation and pregnancy status; and if male: number of tines (R and L), basal diameter of antlers, and antler main beam length.

- The Contractor will provide Travis County with a current map and/or coordinates of each blind, feeder, and hog trap that the Contractor sets on Travis County-owned or Travis County-managed lands.
- The Contractor will be responsible for providing all needed equipment including but not limited to firearms and ammunition.
- The Contractor will be responsible for providing any needed feed corn or other appropriate bait.
- Food plots are not permitted on Travis County properties, and corn, cottonseed, and commercially available deer blocks are the only permitted baits. Any other type of bait is prohibited without the prior written approval of the Project Manager.
- No clearing, trimming or any alteration of vegetation is permitted unless approved in advance by the Project Manager.
- The Contractor must notify the Travis County Sheriff's Office, TPWD Game Wardens, and the Program Manager before any animal harvesting takes place.
- Every harvest location will be established with a secure fire zone and suitable backstop (e.g., hillside or canyon wall).
- Firearms in the field will not be loaded until harvesters are in designated safe-fire zones.
- The safety on each loaded firearm will remain engaged until the target has been verified.
- No shot will be fired unless the target and what lies beyond the target are clear.
- Vision and hearing protection are required for use by harvesters.
- Firearms will not be discharged on County-managed property outside of identified safe fire zones.
- Traps baited for feral hogs will be inspected daily when in operation.
- Trapped feral hogs will be dispatched as swiftly and humanely as possible.
- Feral hog traps will not be set in locations or during weather periods that may cause trapped animals to become unduly stressed.
- Travis County may make available for Contractor's use the following items: up to 10 deer feeders, two enclosed elevated box blinds, four two-person ladder-style tree stands and one 10' tripod seat.
- All animals taken will be dispatched in a quick and humane manner. No cruelty will be tolerated.
- Any ill or injured animal will be dispatched as swiftly and humanely as possible, and with every effort to ensure the safety of staff and the public. When and if possible, animals requiring euthanization will be moved to a safe area, out of public view, and dispatched quickly and with every effort to minimize suffering. No cruelty will be tolerated.
- All transport and handling of animals will be undertaken in a respectful manner.
- Antlers shall be removed from all deer and destroyed, legally disposed of, or conveyed to TPWD Biologists or Game Wardens at the time the animal

- is field-dressed. No male deer are to be transported to the processor or held in storage with antlers intact.
- Contractor will be responsible for field dressing and maintaining field dressed deer carcasses that have food value in refrigerated storage suitable to maintain the deer in an edible condition until Contractor delivers the carcasses to the Hudson's Sausage Company and/or alternate meat processor designated by the County so that the deer can be donated to the Hunters for the Hungry Program to help provide nutritious meals for needy residents of Travis County.
 - Contractor shall abide by the federal Bill Emerson Good Samaritan Food Donation Act, 42 U.S.C. § 1791 and the Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.002 et seq., by not donating any deer deemed unfit for human consumption.
 - Contractor will provide regular transportation of the harvested deer to Hudson's Sausage Company and/or an alternate meat processor designated by the County in accordance with delivery schedules mutually agreed to in advance by Travis County and Hudson's Sausage Company or an alternate meat processor designated by the County. No harvested deer will be delivered to Hudson's 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.
 - Contractor will notify County's Designated Meat Processor and/or the County's alternate meat processor in advance of any delivery schedule changes or abnormally high-volume deliveries.
 - No meat or any other product (including, but not limited to antlers, bones, hair, hides, skulls, teeth, etc.) resulting from Contractor's management actions may be sold by Contractor or by any Travis County staff member. Contractor may collect various tissue, blood samples, bone samples, or other materials allowable under the Contractor's Scientific Collection Permit and as dictated by the various scientific studies for which the Contractor is providing samples. Contractor must ensure that all other non-edible by-products will be safely and legally disposed of.

Payment

- For animals in the Balcones Canyonlands Preserve, Travis County will pay the Contractor \$245 for white-tailed deer removed and \$180 for each feral hog or other exotic ungulate removed for a total not to exceed 90 animals, of which no more than 20 can be feral hogs or other exotic ungulates. Notwithstanding any provision to the contrary, the maximum amount that Travis County will pay for removal of animals from the BCP is \$22,050.
- If the Travis County Parks Division chooses to exercise its option to utilize Contractor to manage deer at Travis County-managed Parks, the Parks

Division will provide \$245 per animal removed for a total not to exceed 60 deer for a total not to exceed \$14,700.

- Contractor shall invoice Travis County once harvest recommendations are met or when the prescribed time period is completed, whichever is first.

EXHIBIT 2
ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Contractor: _____
County of Contractor: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully cognizant of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons, which is attached to this affidavit as Exhibit 2-A.
5. Affiant has personally read Exhibit 2-A.
6. Affiant has no knowledge of any key contracting person on Exhibit 2-A with whom the Contractor is doing business or has done business during the 365-day period immediately prior to the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN to before me by _____ on
_____, 20____.

Notary Public, State of Texas
Typed or printed name of notary:

My commission expires: _____

EXHIBIT 2-A
LIST OF KEY CONTRACTING PERSONS
October 26, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicita Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Julie Wheeler*	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Vacant	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	

Attorney, Transactions Division Jim Connolly
 Attorney, Transactions Division Tenley Aldredge
 Director, Health Services Division Beth Devery
 Attorney, Health Services Division Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant IV.....	Diana Gonzalez.....	12/16/12
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M. ...	03/14/13
Attorney, Transactions Division.....	Tamara Armstrong.....	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer.	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P..	09/26/13

* - Identifies employees who have been in that position less than a year.

Funds Reservation 300000387

General Data			
Document type	OT	Document type	030
Company code	1000	Document date	10/05/2012
FM area	1000	Posting date	10/05/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	LOPEZI	Created on	10/05/2012
Last changed by	LOPEZI	Last changed	10/05/2012
More Data			
Text	Wildlife Mgmt Svs-(Deer,feral hogs,) BCCP & Parks		
Reference			
Overall Amount	23,515.00 USD		

Document item 001			
Text	BCCP-GF		
Commitment item	511900	Funds center	1490120001
Fund	0001	G/L account	511900
Cost center	1490120001	Due on	
Vendor		Customer	
Amount	11,947.00 USD		

Document item 002			
Text	BCCP-BCP		
Commitment item	511900	Funds center	1490120115
Fund	0115	G/L account	511900
Cost center	1490120115	Due on	
Vendor		Customer	
Amount	5,563.00 USD		

Document item 003			
Text	Parks		
Commitment item	511900	Funds center	1490220001
Fund	0001	G/L account	511900
Cost center	1490220001	Due on	
Vendor		Customer	
Amount	6,005.00 USD		