



Travis County Commissioners Court Agenda Request

Meeting Date: November 26, 2013

Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001674. Texas Food Bank Network, 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 \$8,000.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$8,400.00
Contract Type: Professional Services Agreement
Contract Period: November 26, 2013 – September 30, 2014

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s):
- Comments: Funds Reservation No. 300000903
(\$3,600.00 for NREQ and \$4,800.00 for Parks)

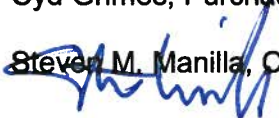
TRANSPORTATION AND NATURAL RESOURCES

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



700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

October 21, 2013

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

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.

Wendy Connally, Natural Resources Program Manager (512/854-7214) 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. 300000903. This funding totals \$8,400.00 (\$3,600.00 for NREQ and \$4,800.00 for Parks). Please contact Christina Jensen (512/854-7670) if there are any questions regarding the financial arrangements.

Please secure the needed signatures on the MOA (attached) 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.

Attachment: *Memorandum of Agreement Between Travis County and the Texas Food Bank Network, Hudson Sausage Company and Caritas of Austin, Relating to Participation in the Hunters for the Hungry Program*

CC: Roger Armistead, TNR Parks
Charles Bergh, TNR Parks
David Walch, Purchasing
Marvin Brice, Purchasing
Christina Jensen, TNR
Donna William-Jones, TNR
Wendy Connally, TNR NREQ
Linda Laack, TNR NREQ

**MEMORANDUM OF AGREEMENT
BETWEEN
TRAVIS COUNTY
AND
TEXAS FOOD BANK NETWORK
AND
HUDSON SAUSAGE COMPANY
AND
CARITAS OF AUSTIN
RELATING TO
PARTICIPATION IN THE
HUNTERS FOR THE HUNGRY PROGRAM**

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 Food Bank Network (hereinafter referred to as "TFBN"), 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 TFBN, or by another participating meat processor designated by TFBN (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 deer from Travis County-owned or Travis County-managed lands during the deer-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.A. § 1791 (hereinafter referred to as "Emerson Food Act") and the Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.001 et seq., 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 Sunday, Monday, or Tuesday, or any other time periods that Hudson Sausage Company has notified Travis County, TFBN, and Caritas of Austin that it will not accept deer for processing.
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 tag ("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 TFBN, within thirty (30) days of receipt of a correct invoice completed as acceptable to Travis County.
11. For each year after the Initial Term (as defined below), provide written notice to the parties by October 15 of the maximum number of deer that will be harvested for the fiscal year and the maximum amount of funding approved by the Travis County Commissioners Court for that fiscal year.

TFBN 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 Good Faith 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 TFBN 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. TFBN 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 Hudson Sausage Company is unable or unwilling to process the harvested deer, 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 deer from Travis County-owned and Travis County-managed lands during the deer-hunting season.
2. Abide by the Emerson Food Act and the Good Faith 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 TFBN.
5. Notify TFBN 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 TFBN with invoices and copies of donation receipts to be processed for payment on a monthly basis.
8. For the Initial Term (as defined below) of this Agreement, provide written notice to the parties, within seven days after Hudson Sausage Company executes this Agreement, of the dates that Hudson Sausage Company will not accept deer for processing.
9. For each year after the Initial Term (as defined below), provide written notice to the parties by October 15 of the dates during which it will not accept deer for processing.

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 Tag for each processed deer upon pickup.
3. Abide by the Emerson Food Act and the Good Faith 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 TFBN 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 until the actual termination date, provided that the overall amount requested by TFBN does not exceed the amount of funding approved by the Travis County Commissioners Court for the Travis County fiscal year during which the processing costs were incurred.
6. That this Agreement is effective on the date the last authorizing signature is affixed and shall expire on September 30, 2014 (the "Initial Term"). Subject to continued funding by the Travis Commissioners Court, this Agreement automatically renews on October 1 of each year for four succeeding terms of one year each unless one of the parties provides 30 days' written notice of termination of this Agreement to the other parties prior to the expiration of the then-existing term.
7. Despite anything to the contrary in this Agreement, if the Travis Commissioners Court fails to provide funding for this Agreement during the budget planning and adoption process for the next County fiscal year, the County may terminate this Agreement after giving the other parties 20 days' notice that this Agreement is terminated due to the failure to fund it. The

Fiscal Year for the County extends from October 1st of each calendar year to September 30th of the next calendar year.

8. 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.
9. 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.
10. 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.
11. 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.
12. Delayed Payment to Party with Outstanding Debt.
 - (a) In this section 12, "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.
 - (b) 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.

(c) 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.

13. 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.

14. 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 (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

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

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

(b) TFBN: Celia Cole
Chief Executive Officer
Texas Food Bank Network
1524 I.H. 35 South, Suite 342
Austin, Texas 78704

(c) Hudson Sausage Company:
Barrett Klein, Owner
Hudson Sausage Company
1800 S. Congress
Austin, Texas 78704

(d) Caritas of Austin: Jo Kathryn Quinn
Executive Director
Caritas of Austin
P.O. Box 1947

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

15. 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.
16. 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.
17. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.
18. For the Initial Term:
 - (a) Travis County will harvest up to 210 deer from Travis County-owned or Travis County-managed lands;
 - (b) The maximum amount of funding approved by the Travis County Commissioners Court is \$8400.00
 - (c) Hudson Sausage Company will not accept deer for processing on the following dates: October 30 through November 6, 2013; November 28, 2013 (Thanksgiving Day) through December 6, 2013; and December 22, 2013 through January 4, 2014.

[Signatures on following page]

Samuel T. Biscoe
Travis County Judge

Date

Cm Cole

Celia Cole, Chief Executive Officer
Texas Food Bank Network

11/6/13

Date

Barrett Klein

Barrett Klein, Owner
Hudson Sausage Company

10/30/13

Date

Jo Kathryn Quinn

Jo Kathryn Quinn, Executive Director
Caritas of Austin

10.17.13

Date