



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 10, 2013

**Prepared By/Phone Number:** John Carr, 854-4772

**Dept. Head:** Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

**County Executive:** Leslie Browder, Planning and Budget, 854-9106

**Sponsoring Court Members:** County Judge Samuel T. Bischoe

### AGENDA LANGUAGE:

Consider and take appropriate action regarding execution of parking leases between Travis County and others to include:

- A. Lease agreement with Central Parking System of Texas, Inc., for parking at the 812 San Antonio Parking Garage; and
- B. Lease agreement with Texas Oil & Gas Association for parking at 1300 Guadalupe.

### BACKGROUND/SUMMARY OF REQUEST:

Travis County has maintained parking leases for slots at the 812 San Antonio Parking Garage and the surface lot at 1300 Guadalupe for over 11 years. The lease agreement for 65 spaces at the 812 San Antonio Parking Garage will terminate on December 31, 2013. The proposed lease with Central Parking Systems of Texas, Inc., at Attachment One will provide access to these 65 parking spaces for calendar year 2014 at a rate of \$100 per space per month. The Facilities Management Department (FMD) has negotiated the terms and recommends approval of this new lease.

Similarly, the lease agreement for 10 spaces at the surface lot at 1300 Guadalupe will terminate on December 31, 2013. The proposed lease with Texas Oil & Gas Association at Attachment Two will provide access to these 10 parking spaces for calendar year 2014 at the rate of \$82.50 per space per month. FMD also recommends approval of this lease.

**STAFF RECOMMENDATIONS:**

Facilities Management Department recommends approval of:

- A. The parking lease with Central Parking Systems of Texas, Inc., for 65 parking spaces in the garage located at the 812 San Antonio garage; and
- B. The parking lease with Texas Oil & Gas Association for 10 parking spaces located at the 1300 Guadalupe surface lot.

**ISSUES AND OPPORTUNITIES:**

Approval of these two parking leases will provide continued access to these parking slots. The cost for both locations is fair and reasonable. The parking leases were prepared by Christopher Gilmore of the County Attorney's office. Funding for these leases is included in the FY 14 lease budget.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Annualize cost for these agreements:

- 812 San Antonio Garage (65 slots) - \$6,500 per month - \$78,000 per year
- 1300 Guadalupe (10 slots) - \$825 per month - \$9,900 per year

**ATTACHMENTS/EXHIBITS:**

1. Lease Agreement with Central Parking Systems of Texas, Inc.
2. Lease Agreement with Texas Oil & Gas Association

**REQUIRED AUTHORIZATIONS:**

Christopher Gilmore, Assistant County Attorney

STATE OF TEXAS

COUNTY OF TRAVIS

LEASE FOR PARKING SPACES  
AT 812 SAN ANTONIO

**Term:** The term of this agreement (this "Agreement") shall commence January 1, 2014 (the "Commencement Date") and terminate December 31, 2014 (the "Current Term").

**# of Spaces:** Central Parking System of Texas, Inc., a Texas corporation, ("Operator") shall provide sixty-five (65) parking spaces in the parking garage located at 812 San Antonio Street, Austin, Texas 78701 (the "Parking Garage").

**Conditions:** Travis County shall have the right to use the above-described 65 parking spaces in accordance with the terms and conditions set forth herein.

Beginning January 1, 2014, charges for each space incurred to date will be due; charges for each space to be paid each month thereafter will be payable throughout the term of this Agreement, in advance, on the first day of each month.

If Operator wishes to delete any parking space from the number of spaces covered by this Agreement, it shall give County thirty (30) days prior written notice; if such notice is not provided, no charges for the deleted space shall become due. In addition, Operator agrees to provide Travis County with immediate notification when and if any additional parking spaces in the Parking Garage become available for use by Travis County.

Charges are for spaces only. Neither Operator nor the owners of the Parking Garage assume responsibility whatsoever for loss or damage of vehicles or their contents, however caused. VEHICLES SHOULD BE LOCKED AND VALUABLES SHOULD NOT BE LEFT IN VEHICLES.

Travis County agrees to abide by any and all reasonable regulations pertaining to the use of the Parking Garage and the leased spaces

as may, from time to time, be prescribed by Operator. Travis County further agrees to park all vehicles in any area within the Parking Garage designated by Operator.

No refunds, credits or allowances will be granted to Travis County for absence, vacation or other non-use of the Parking Garage.

**Rental Rate:** \$6,500.00 per month (\$100.00 per space per month), payable in advance.

Operator may increase the rental rate only upon expiration of the Current Term and only by notifying Travis County of such increase at least ninety (90) days prior to the date of expiration of the Current Term. In the event Operator fails to provide the 90-day notice, or in the event Operator elects not to increase the rental rate, no rate increase shall take effect if and when Travis County exercises its right to renew this Agreement, as provided below, and the current rental rate shall continue to be effective for the duration of the renewal term.

**Billing Address:** Monthly parking invoices should be sent to Roger El-Khoury, P.E., Director, Travis County Facilities Management, P.O. Box 1748, Austin, Texas 78767. Any changes in the above billing address shall be provided to Operator by written notice by the 15th of the month.

**Remitting Address:** Monthly payments shall be remitted to: Central Parking System - Parking Office, 815 Brazos Street, Suite 100, Austin, Texas 78701.

**Location:** Vehicle(s) may be parked in any legal parking space(s) throughout the Parking Garage not signed "Reserved." Non-reserved parking spaces shall be available on a first-come, first-served basis.

**Access:** Access will be 24 hours a day, 7 days a week, 365 days a year.

**Renewal:** Travis County shall have the right to renew this Agreement for a period of one (1) year by providing Operator with thirty (30) days written notice prior to the expiration of the Current Term. In the event Travis County exercises its right to renew as provided herein, the rental rate for any such renewal period shall be as provided in the "Rental Rate" provision above.

**Assignability:** Travis County may not assign this Agreement without obtaining the prior written consent of Operator, said consent not to be unreasonably withheld.

**Cancellation:** Either party shall have the right to cancel this Agreement for any reason upon thirty (30) days written notice. Operator shall have the right to cancel this Agreement if the account is more than forty-five (45) days past due.

In addition, Operator has the right to cancel this Agreement upon written notice in the event the Parking Garage is sold or Operator's underlying agreement to operate the Parking Garage should terminate or expire.

County has the right to cancel this Agreement by giving ninety (90) days advance written notice to Operator stating that Travis County has failed to provide funding for this Agreement for the following fiscal year of Travis County, Texas. County, upon giving Operator the notice, may terminate this Agreement without any further liability, effective as of the last day of the 90-day notice period.

**Forfeiture:** If Operator has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached as **Attachment 1** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Operator or does business with any such key person at any time after the date of execution of this Agreement by Operator and prior to full performance of this Agreement, Operator shall forfeit all benefits of this Agreement, and Travis County shall retain all performance by Operator and shall recover all consideration, or the value of all consideration, paid to Operator pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to section 32.004(f) of the Travis County Ethics Policy. Operator may utilize "Exhibit B" to **Attachment 1** for this purpose. "Has done business" and "does 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 Operator in the ordinary course of its business; and

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

**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.

**Conflict of Interest**

**Questionnaire:**

If required under Chapter 176 Texas Local Government Code, Operator shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Operator shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall file an updated, completed questionnaire with the Travis County Clerk not later than

the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Operator should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Operator, Operator shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

**W-9:** Operator 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 and its rules and regulations before any Agreement funds are payable.

**Property Taxes:** In the event any property taxes on any property owned by Operator located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount shall be withheld from any payments due Operator and paid to the appropriate taxing jurisdiction. Operator assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

**Exempt Contract:** 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)(6) of the Local Government Code in that it involves land.

**Entirety:** This Agreement represents the entire and integrated Agreement between Operator and Travis County and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both Operator and Travis County. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

**TRAVIS COUNTY**

**By:** \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

**Date:** \_\_\_\_\_

**CENTRAL PARKING SYSTEM OF TEXAS, INC.**  
a Texas corporation

**By:**  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



**ATTACHMENT 1**

STATE OF TEXAS}  
COUNTY OF TRAVIS}

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Operator: \_\_\_\_\_  
County of Operator: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Operator to make this affidavit for Operator.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Operator has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Operator is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in Exhibit "B" to this affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of the  
State of Texas

\_\_\_\_\_  
Printed Name of Notary

My commission expires: \_\_\_\_\_

**Exhibit "A" to Attachment 1**  
**List of Key Contracting Persons**

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**October 9, 2013**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
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	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyl Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
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	
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	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Fita 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 .....Rosulinda Garcia  
 Purchasing Agent Assistant IV .....Angel Gomez\*  
 Purchasing Agent Assistant IV .....Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III.....David Walch  
 Purchasing Agent Assistant III.....Michael Long, CPPB  
 Purchasing Agent Assistant III.....Sydney Ceder\*  
 Purchasing Agent Assistant III.....Ruena Victorino\*  
 Purchasing Agent Assistant III.....Rachel Fishback\*  
 Purchasing Agent Assistant II.....Vacant  
 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**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant II.....	Jayne Rybak, CTP.....	12/14/13
Commissioner, Precinct 3.....	Karen Huber.....	01/01/14
Executive Assistant.....	Garry Brown.....	01/01/14
Executive Assistant.....	Julie Wheeler.....	01/01/14
Executive Assistant.....	Jacob Cottingham.....	01/01/14
Commissioner, Precinct 2.....	Sarah Eckhardt.....	05/31/14
Purchasing Agent Assistant III.....	Nancy Darchus, CPPB.....	06/28/14

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

**Exhibit "B" to Attachment 1**

Operator acknowledges that Operator is doing business or has done business during the 365-day period immediately prior to the date on which this proposal is due with the following key persons and warrants that these are the only such key persons:

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If no one is listed above, Operator warrants that Operator is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key person.

STATE OF TEXAS

COUNTY OF TRAVIS

LEASE FOR PARKING SPACES  
AT 1300 GUADALUPE

- Term:** The term of this agreement (this "Agreement") shall commence January 1, 2014 (the "Commencement Date") and terminate December 31, 2014 (the "Current Term").
- # of Spaces:** Texas Oil & Gas Association ("Operator") shall provide ten (10) parking spaces in the parking lot located at 1300 Guadalupe, Austin, Texas 78701 (the "Parking Lot").
- Conditions:** Travis County shall have the right to use the above-described 10 parking spaces in accordance with the terms and conditions set forth herein.

Travis County agrees to contract for and Operator shall activate 10 parking spaces by the Commencement Date. Beginning January 1, 2014, charges for each space incurred to date will be due; charges for each space to be paid each month thereafter will be payable throughout the term of this Agreement, in advance, on the first day of each month.

If Operator wishes to delete any parking space from the number of spaces covered by this Agreement, it shall give County thirty (30) days prior written notice; if such notice is not provided, no charges for the deleted space shall become due. In addition, Operator agrees to provide Travis County with immediate notification when and if any additional parking spaces in the Parking Lot become available for use by Travis County.

Charges are for spaces only. Operator assumes no responsibility whatsoever for loss or damage of vehicles or their contents, however caused. VEHICLES SHOULD BE LOCKED AND VALUABLES SHOULD NOT BE LEFT IN VEHICLES.

Travis County agrees to abide by any and all reasonable regulations pertaining to the use of the Parking Lot and the leased spaces as may, from time to time, be prescribed by Operator. Travis County

further agrees to park all vehicles in any area within the Parking Lot designated by Operator.

No refunds, credits or allowances will be granted to Travis County for absence, vacation or other non-use of the Parking Lot.

**Rate:** \$825.00 per month.

**Billing Address:** Monthly parking invoices should be sent to Roger El-Khoury, P.E., Director, Travis County Facilities Management, P.O. Box 1748, Austin, Texas 78767. Any changes in the above billing address shall be provided to Operator by written notice by the 15th of the month.

**Remitting Address:** Monthly payments shall be remitted to: Texas Oil & Gas Association, Inc., 304 West 13<sup>th</sup> Street, Austin, Texas 78701-1823.

**Location:** Vehicle(s) may be parked in any legal parking space(s) throughout the Parking Lot not signed "Reserved." Non-reserved parking spaces shall be available on a first-come, first-served basis.

**Access:** Access will be 24 hours a day, 7 days a week, 365 days a year.

**Assignability:** Travis County may not assign this Agreement without obtaining the prior written consent of Operator, said consent not to be unreasonably withheld.

**Cancellation:** Either party shall have the right to cancel this Agreement for any reason upon thirty (30) days written notice. Operator shall have the right to cancel this Agreement if the account is more than forty-five (45) days past due.

In addition, Operator has the right to cancel this Agreement upon written notice in the event the Parking Lot is sold.

County has the right to cancel this Agreement by giving ninety (90) days advance written notice to Operator stating that Travis County has failed to provide funding for this Agreement for the following fiscal year of Travis County, Texas. County, upon giving Operator the notice, may terminate this Agreement without any further liability, effective as of the last day of the 90-day notice period.

**Forfeiture:** If Operator has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached as **Attachment 1** and

made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Operator or does business with any such key person at any time after the date of execution of this Agreement by Operator and prior to full performance of this Agreement, Operator shall forfeit all benefits of this Agreement, and Travis County shall retain all performance by Operator and shall recover all consideration, or the value of all consideration, paid to Operator pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to section 32.004(f) of the Travis County Ethics Policy. Operator may utilize "Exhibit B" to **Attachment 1** for this purpose. "Has done business" and "does 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 Operator in the ordinary course of its business; and

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

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.

**Conflict of Interest**

**Questionnaire:**

If required under Chapter 176 Texas Local Government Code, Operator shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Operator shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Operator should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Operator, Operator shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

**W-9:**

Operator 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 and its rules and regulations before any Agreement funds are payable.

**Property Taxes:**

In the event any property taxes on any property owned by Operator located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount shall be withheld from any payments due Operator and paid to the appropriate taxing jurisdiction. Operator assigns any payments due

under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

**Exempt Contract:** 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)(6) of the Local Government Code in that it involves land.

**Entirety:** This Agreement represents the entire and integrated Agreement between Operator and Travis County and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both Operator and Travis County. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

**TRAVIS COUNTY**

**By:** \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

**Date:** \_\_\_\_\_

**TEXAS OIL & GAS ASSOCIATION, INC.**  
a Texas nonprofit corporation

**By:** \_\_\_\_\_  
Bill Ennis  
Vice-President for Member and Media Relations

**Date:** \_\_\_\_\_

**ATTACHMENT 1**

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Operator: \_\_\_\_\_  
County of Operator: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Operator to make this affidavit for Operator.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Operator has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Operator is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in Exhibit "B" to this affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public of the  
State of Texas

\_\_\_\_\_  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

**Exhibit "A" to Attachment 1**  
**LIST OF KEY CONTRACTING PERSONS**

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**October 9, 2013**

**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 .....	David Salazar*	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Bruce Todd*	
Commissioner, Precinct 2 (Spouse) .....	Elizabeth Christian	Consultant
Executive Assistant .....	Sara Krause*	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	Charlyn Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Barbara Smith*	
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	
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.....	Daniel Bradford	
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 IV ..... Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III ..... Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III ..... David Walch  
 Purchasing Agent Assistant III ..... Michael Long, CPPB  
 Purchasing Agent Assistant III ..... Sydney Ceder\*  
 Purchasing Agent Assistant III ..... Ruena Victorino\*  
 Purchasing Agent Assistant III ..... Rachel Fishbeck\*  
 Purchasing Agent Assistant II ..... Vacant  
 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**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant II .....	Jayne Rybak, CTP .....	12/14/13
Commissioner, Precinct 3 .....	Karen Huber .....	01/01/14
Executive Assistant .....	Garry Brown .....	01/01/14
Executive Assistant .....	Julie Wheeler .....	01/01/14
Executive Assistant .....	Jacob Cottingham .....	01/01/14
Commissioner, Precinct 2 .....	Sarah Eckhardt .....	05/ 31/14
Purchasing Agent Assistant III .....	Nancy Barchus, CPPB .....	06/28/14

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

**Exhibit "B" to Attachment 1**

**Operator acknowledges that Operator is doing business or has done business during the 365-day period immediately prior to the date on which this proposal is due with the following key persons and warrants that these are the only such key persons:**

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**If no one is listed above, Operator warrants that Operator is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key person.**