

**AGENDA ITEM 21**

Discuss and consider authorizing the County Judge to enter into an Interlocal Cooperation Agreement between Travis County and Williamson County, which outlines the roles and responsibilities; formation of a joint Regional Mobility Authority (RMA) Subcommittee; and funding and reimbursement of initial expenses associated with the creation of an RMA.

State Representative Mike Krusee addressed the court concerning the proposed agreement. He said it would require Williamson County to pay \$250,000, which could later be refunded by the State.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize the County Judge to enter into an Interlocal Cooperation Agreement between Travis County and Williamson County, which outlines the roles and responsibilities, formation of a joint Regional Mobility Authority (RMA) Subcommittee, and funding and reimbursement of initial expenses associated with the creation of an RMA.

Vote: **5 - 0**

< Attachment >

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TRAVIS COUNTY AND WILLIAMSON COUNTY**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Travis County, a political subdivision of the State of Texas ("Travis") and Williamson County, a political subdivision of the State of Texas ("Williamson"), by and through their respective Commissioners Courts. Travis and Williamson are referred to collectively herein as "the Parties."

**RECITALS**

WHEREAS, the Texas Legislature has authorized the Texas Transportation Commission (TxTC) to create Regional Mobility Authorities (RMAs) for the purpose of constructing, maintaining, and operating one or more turnpike projects in a region of the state, as well as spending surplus revenue from those turnpike projects on other mobility projects in that region;

WHEREAS, the Texas Legislature vested in the Commissioners Courts of the counties within the RMA the authority and responsibility for appointing the members of the RMA's board of directors, and under TxTC rules, TxTC authorizes creation of an RMA only if the Commissioners Court of one or more counties petitions for its creation; and

WHEREAS, the Commissioners Courts of Travis and Williamson have met in joint session to discuss creation of an RMA, have considered the potential benefits of an RMA to the Central Texas region and the traveling public, and now desire jointly to pursue the drafting and filing of a petition to TxTC to authorize the two counties to form an RMA;

WHEREAS, the Parties desire to enter into an Interlocal Cooperation Agreement conforming in all respects with the requirements of the Interlocal Cooperation Act, Texas Government Code, Section 791.001, et seq.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. Each Party agrees to obligate \$250,000 to pay outside expenses associated with formation of the RMA, which outside expenses shall include payment to one or more consultants or other third parties both to advise the Parties on issues relating to the RMA and to draft or otherwise produce reports, studies, or other work products necessary to support a petition and any related requests to TxTC to authorize the two counties to form an RMA as required by TxTC rules. Williamson shall enter into and administer the contracts with the consultants or other third parties and make the necessary expenditures subject to reimbursement by Travis for Travis' share. In recognition of the fact that Williamson has incurred certain expenses toward formation of an RMA pending execution of this Agreement, Travis shall reimburse Williamson in full for an equal amount in those expenses

that Williamson first incurs after execution of this Agreement, provided that such amount shall be determined solely by Travis based on Williamson's documentation of the pre-Agreement expenses. Other than the aforementioned, Travis shall be obligated to reimburse Williamson for only half of Williamson's outside expenses, provided Williamson may contract only with those consultants or third parties approved by Travis on those contractual terms approved by Travis, and Travis shall be obligated to reimburse Williamson only those expenditures proposed by Williamson and approved by Travis in advance of the expenditure. Each Party shall be responsible for its own county employees' salaries and fringe benefits, administrative expenses and overhead, and all other indirect or internal expenses. Neither Party's obligations for outside expenses under this Agreement shall exceed \$250,000.

2. Each party's respective Commissioners Court shall appoint two of their members to serve on a Joint RMA Subcommittee. The Joint RMA Subcommittee shall meet regularly to consider issues regarding formation of the RMA, review the work plans of or planned expenditures for consultants or other third party contractors, receive oral reports or presentations and review written reports or work products, and make recommendations to the Parties' respective Commissioners Courts regarding final action on any matter. If the RMA is formed, the Joint RMA Subcommittee shall continue to meet regularly to consider any issues regarding the Parties' ongoing relationship with the RMA and make recommendations to the Parties' respective Commissioners Courts.
3. In order for any formal action to be taken relating to the RMA, including but not limited to filing either a petition for creation of the RMA or a request for state funding for RMA operational costs with TxTC, accepting or objecting to a TxTC minute order authorizing creation of the RMA, entering into an interlocal cooperation agreement between a county and the RMA, or any other formal action, each Commissioners Court must formally approve the action.
4. All payments by one party to the other shall be from current revenue funds available to the former.
5. This Agreement shall commence on the date signed by both parties and shall continue in force and effect until September 30, 2003, and shall be renewed automatically for an additional year on September 30<sup>th</sup> of each year unless either Party notifies the other in writing that it desires not to renew for any reason. In addition, either Party may terminate this Agreement at any time by sending the other party written notice either if the other Party commits a breach or if formation of the RMA is determined to no longer be in the Party's best interests. If this Agreement is terminated, each party shall remain liable under this Agreement only for expenditures properly made prior to termination.
6. Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. No agent, employee or representative of either party has any authority to assign any part of this Agreement unless expressly granted that authority by the other party. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, and legal representatives of the parties to this Agreement
7. This Agreement may not be amended except in writing signed by both parties. No agent,

employee, or representative of either party has the authority to amend this Agreement, unless expressly granted that authority by that party's Commissioners Court.

8. If any provision of this Agreement, or any application of it to any circumstances, is ruled to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall be construed as if that portion were not included in the Agreement and remain valid and binding.
9. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of that breach, or of a subsequent breach of the same or a different provision. No payment, act or omission by a party may constitute or be construed as a waiver of any breach or default of the other party that then exists or may subsequently exist. Each party reserves all rights under this Agreement and any payment, act, or omissions shall not impair or prejudice any remedy or right 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.
10. This Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter herein.
11. Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt or (ii) when sent by U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed as the case may be, at the following addresses:

Honorable Samuel T. Biscoe (or successor)  
Travis County Judge  
314 West 11th Street, Room 520  
Austin, Texas 78701

Honorable John C. Doerfler (or successor)  
Williamson County Judge  
Williamson County Courthouse, 2d Floor  
8<sup>th</sup> and Austin Ave.  
Georgetown, Texas 78626

12. The law governing the interpretation and construction of this Agreement shall be the laws of the State of Texas. All obligations arising as a result of this Agreement are performable in Travis County, Texas.
13. The Parties shall comply with all federal, state, county and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement.

EXECUTED this 13<sup>th</sup> day of August, 2002.

TRAVIS COUNTY

By: Samuel T. Biscoe  
Samuel T. Biscoe  
Travis County Judge

WILLIAMSON COUNTY

By: John C. Doerfler 9-17-02  
John C. Doerfler  
Williamson County Judge

**AGENDA ITEM 22**

Consider approving Fraud Policy & Procedures relating to the County Indigent Health Care Program.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

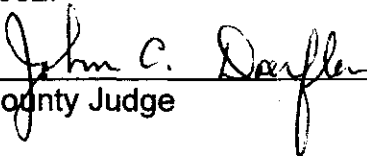
Motion: To approve Fraud Policy & Procedures relating to the County Indigent Health Care Program.

Vote: 5 - 0

< Attachment >

### **FRAUD POLICY & PROCEDURES County Indigent Health Care Program**

Williamson County, Texas has adopted the following as the Fraud Policy & Procedures for the County Indigent Health Care Program effective September 1, 2002.

  
County Judge

8-13-02  
Date

#### **General Provisions**

- I. Indication of fraud—intentional program violation consists of committing any of the following actions:
  - a. Misrepresenting, concealing, or withholding facts related to the eligibility process.
  - b. Violating any provision of the CIHCP Act, the CIHCP regulations or State Statutes relating to the use, or acquisition of CIHCP.
- II. Possible Misrepresentations--situations are varied in which an applicant or recipient might intentionally withhold information or present false information to obtain assistance or benefits to which he/she is not entitled. Examples include, but may not be limited to:
  - a. Information misrepresented or concealed at the time any of the Williamson County CIHCP forms are completed.
  - b. Information misrepresented at the time legal requirements (CIHCP Eligibility) are tested for initial certification or recertification;
  - c. Information misrepresented concerning income or resources;
  - d. Information misrepresented concerning composition of family group
  - e. Information misrepresented concerning county of residency
  - f. Information misrepresented concerning some element of need;
  - g. Information misrepresented to obtain prescribed drugs over the authorized limit;
  - h. Information misrepresented or concealed concerning incapacity;
  - i. Information misrepresented or concealed by a member of the recipient's family, authorized representative or any other individual(s) who assists recipient in obtaining medical services via CIHCP;
  - j. Information misrepresented concerning child support payments, including payments being paid in arrears;
  - k. Use of fictitious names and/or sources of identification;
  - l. Misrepresentation on guardianship or custody of children in the household
  - m. Misrepresentation of dependent status for adults in the household, to include but not limited to military dependents status and alien sponsorship.