

AGENDA ITEM 47

Consider approving Fiscal and Personnel Management Agreement and Letter of Agreement for CAMPO Executive Director Management and authorize County Judge to sign.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve Fiscal and Personnel Management Agreement and Letter of Agreement for CAMPO Executive Director Management and authorize County Judge to sign.

Vote: **5 – 0**

< Attachment >

STATE OF TEXAS

WILLIAMSON COUNTY

FISCAL AND PERSONNEL MANAGEMENT AGREEMENT

This agreement entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as the "COUNTY" and the Capital Area Metropolitan Planning Organization's Transportation Policy Board hereinafter referred to as "CAMPO", the designated Metropolitan Planning Organization (MPO) for the Austin area, as authorized by 23 U.S.C.A. 134 (West Supp. 1992).

WITNESSETH

WHEREAS, 23 U.S.C. 134 and Section 5301 of the Federal Transit Act, as amended by the Intermodal Surface Transportation Efficiency Act of 1991, require that Metropolitan Planning Organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, 23 U.S.C. 104 (f), as amended by the Intermodal Surface Transportation Efficiency Act of 1991, authorizes Metropolitan Planning (PL) Funds and Federal Transit Act Section 5301 Funds be made available to Metropolitan Planning Organizations (MPO) duly designated by the Governor of each State to support the urban transportation planning process; and

WHEREAS, the Governor of Texas has designated CAMPO as the MPO for Williamson, Travis and Hays Counties; and

WHEREAS, the CAMPO Board on December 8, 2003 adopted the following motion: *"That the CAMPO Board approve a change in the employment agent of the Executive Director from the City of Austin to Travis County or another member jurisdiction and authorize the Chair to request, negotiate and sign the necessary agreements to make the change, maintaining the current salary and benefits for the Executive Director, provided that there is no significant increase in cost to CAMPO because of this action and that the Executive Director continue to report to the CAMPO Board and carry out the same responsibilities as before."*; and

WHEREAS, the Williamson County Commissioners Court approved the request to act as the CAMPO Executive Director employment agent at their meeting on February 3, 2004, but declined to allow the CAMPO Executive Director to participate in the Williamson County health insurance program or retirement program; and

WHEREAS, the CAMPO Board on March 8, 2004 adopted the following clarifying motion: *"That the CAMPO Board approve a change in the employment agent of the Executive Director from the City of Austin to Williamson County and authorize the Chair to request, negotiate and sign the necessary agreements extending to September 30, 2009 to make the change, and in order to maintain the existing benefits of the Executive Director the Board approves a salary increase of 11% as a stipend to pay for retirement and health insurance benefits that Williamson*

County cannot provide, and also approves a continued vacation accrual rate of 18 days per year.”; and

WHEREAS, CAMPO requests that the COUNTY act as the financial disbursing agent for all CAMPO funds for the CAMPO Executive Director, hereinafter referred to as the “Executive Director”; and

WHEREAS, the COUNTY has determined it is in the public interest to assist CAMPO in managing funds for the position of the Executive Director;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is to provide fiscal and personnel management assistance to CAMPO.

ARTICLE II

TERM

- 2.01 The term of this Agreement begins on April 1, 2004 and ends September 30, 2009 or sooner by mutual agreement by both parties. This is not to be construed as the term of employment for the CAMPO Executive Director.

ARTICLE III

DESCRIPTION OF SERVICES

- 3.01 The COUNTY agrees to provide fiscal and personnel management assistance to CAMPO by acting as the financial disbursing agent for CAMPO funds related to the Executive Director.

ARTICLE IV

FISCAL MANAGEMENT & DISBURSEMENT

- 4.01 The County Director of Financial Services, in conjunction with the County Auditor, in carrying out the requirements of this Agreement, is responsible only in the capacity of a trust officer for the funds involved. Both the County Auditor and Director of Financial Services shall use generally accepted accounting procedures to satisfy their duties pursuant to this Agreement. The COUNTY shall pay for all invoices on a timely basis on behalf of CAMPO. The COUNTY shall receive all reimbursements for said funds immediately upon their receipt. CAMPO hereby agrees to seek reimbursement from all available sources on a periodic basis, no longer than every thirty (30) days.

- 4.02 All warrants issued to the COUNTY or CAMPO by the State of Texas, or federal agencies, for work performed by any agency or consultant under contract to CAMPO shall be properly endorsed and deposited in the trust account.

4.03 CAMPO shall make contracts and commitments in its own name. The budget for all activities on behalf of the CAMPO program relative to the Executive Director will be set by the CAMPO Board.

4.04 All requests for reimbursement from the State of Texas or any federal agency shall be prepared by the employees assigned to perform CAMPO tasks and submitted monthly to the County's Financial Services Department. CAMPO is solely responsible for the accuracy of the records of funds expended by itself and those agencies or consultants who contract with CAMPO.

4.05 CAMPO assumes responsibility for the legal and proper expenditures of all Federal Highway Act Section 112 monies, and Federal Transportation Administration Section 5301 & 5307 monies by the CAMPO. All monies are budgeted and expended according to the latest approved CAMPO Unified Planning Work Program.

4.06 The COUNTY shall assign sufficient staff members to provide the services to the CAMPO Executive Director as required.

4.07 The Executive Director is considered a COUNTY employee for the purposes of payroll disbursement, indemnification, and all fringe benefits, including vacations, sick leave, holidays, and any other benefits normally extended to COUNTY employees, except retirement and medical and life insurance. The Executive Director's vacation accrual rate will be 1.5 days per month. The unused sick leave balance of the Executive Director, as of March 31, 2004, will be transferred for his use as future sick leave.

4.08 The COUNTY will provide services to the Executive Director, including travel, training, conference registration, and automobile mileage.

4.09 CAMPO shall pay all costs associated with the Executive Director as described in Section 4.07 and 4.08. The County's Financial Services Department is hereby authorized to make payment for CAMPO personnel costs relative to the Executive Director, to be reimbursed on a monthly basis from CAMPO funds, as described in paragraph 4.01. For the services described in Section 4.07 and 4.08, CAMPO shall pay the COUNTY an amount commensurate with costs incurred by the COUNTY.

4.10 CAMPO agrees to indemnify the COUNTY for any amounts to which the COUNTY may become liable because of the action or omission of the Executive Director.

ARTICLE V

5.01 All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to COUNTY: County Auditor with a copy to County Attorney
Williamson County Courthouse
710 Main Street
Georgetown, Texas 78626

If to CAMPO: Capital Area Metropolitan Planning Organization
Transportation Policy Board
C/O CAMPO, Executive Director
Post Office Box 1088 - CAMPO
Austin, Texas 78767

ARTICLE VI

NON-DISCRIMINATION

6.01 It is mutually agreed that all parties hereto shall be bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, Part 710.405(b), and Executive Order 11246 titled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

ARTICLE VII

GOVERNING LAW

7.01 This Agreement shall be governed by the laws of the State of Texas and all obligations hereunder of the parties are performable in Williamson County, Travis County, and Hays County Texas.

ARTICLE VIII

NON-ASSIGNMENT

8.01 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives successors and assigns. Neither COUNTY nor CAMPO shall assign or sublet any duty of this Agreement, excepting those already identified herein, without the written consent of the order.

ARTICLE IX

SEVERABILITY

9.01 Should any provisions of this contract for any reason be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not effect any other provision hereof.

ARTICLE X

ENTIRETY OF AGREEMENT

10.01 This is the entire Agreement between the parties and no modification of this Agreement shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF WILLIAMSON COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY WILLIAMSON COUNTY.

Approved to be effective on the date of the last party to sign.

Williamson County

Capital Area Metropolitan Planning
Organization
Transportation Policy Board

By: John C. Dreyfler
County Judge

By: Enzab Derrion
Chairman

Date: 3-23-04

Date: March 19, 2004

Approved As To Form:

By: _____
County Attorney

Date: _____

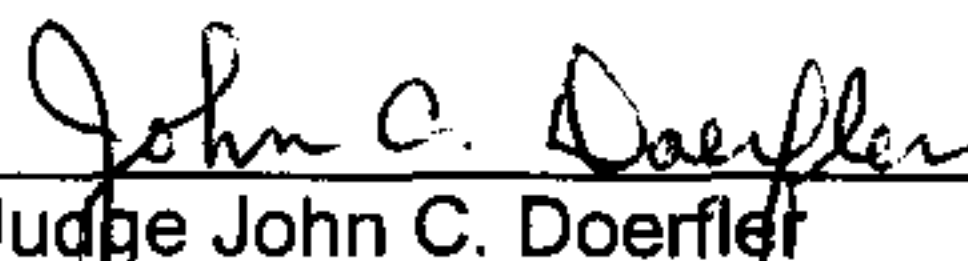
**LETTER OF AGREEMENT
CAMPO EXECUTIVE DIRECTOR MANAGEMENT**

The purpose of this agreement is to confirm the relationship between Williamson County and the Chairman of the Capital Area Metropolitan Planning Organization (CAMPO) Transportation Policy Board regarding the management of the CAMPO Executive Director.


It is our joint understanding that it is to the mutual advantage of Williamson County and CAMPO for the CAMPO Executive Director to be in the Williamson County employee system. It is agreed that the Capital Area Metropolitan Planning Organization's Transportation Policy Board shall select an Executive Director who will have the full-time responsibility for administering the work program of the CAMPO. The Director is also be responsible for hiring and supervising the staff members identified and authorized in the CAMPO Unified Planning Work Program to work full-time on the CAMPO work program.

It is further agreed that the Director will take his/her direction on CAMPO policy and technical matters from the CAMPO Transportation Policy Board and direction on administrative matters from the Williamson County Judge or his/her designee. It is agreed that the Executive Director shall comply with all applicable Williamson County regulations in carrying out CAMPO work.

Approved:



Judge John C. Doerfler
Williamson County



Senator Gonzalo Barrientos
Chairman, CAMPO
Transportation Policy Board

Date: 3-23-04

Date: March 19, 2004