

FISCAL AGREEMENT BETWEEN THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
AND WILLIAMSON COUNTY

This Fiscal Agreement (the "Agreement"), as authorized by Title 23 United States Code ("USC") Section 134, is entered into by and between the Capital Area Metropolitan Planning Organization ("CAMPO"), the designated Metropolitan Planning Organization ("MPO") for the counties included in the approved metropolitan area boundary, and the County of Williamson ("WILCO"), a political and legal subdivision of the State of Texas (also, each individually, a "Party" or, collectively the "Parties").

RECITALS

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

WHEREAS, in addition to the previously referenced federal code and per Section 5303 of the Federal Transit Act, as amended by the Fixing America's Surface Transportation Act of 2015, an MPO is required, in cooperation with its State, to develop transportation plans and programs for its urbanized area of the State; and

WHEREAS, CAMPO secures funding either directly or indirectly for study programs in transportation planning under Title 23 USC Section 104(f), Title 49 USC Section 5301 et. seq., and Section 175 of the Clean Air Act 1977, as amended; and

WHEREAS, CAMPO requests that WILCO act as its financial agent for all CAMPO funds; and

WHEREAS, WILCO believes it is in the public interest to assist CAMPO as its fiscal agent by managing payroll and funds for transportation planning purposes in the local area;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is to define the management roles and responsibilities between CAMPO and WILCO required in rendering fiscal management and payroll processing for CAMPO.

ARTICLE II

TERM

- 2.01 The initial term of this Agreement shall commence on October 1, 2016 and will continue thereafter until it automatically ends on September 30, 2021 unless it is terminated earlier in accordance with the terms of this Agreement. This is not to be construed as the term of employment for any CAMPO employee. Prior to the expiration of the initial term of this Agreement, the Parties may mutually agree, in writing, to extend this Agreement for an additional term of five (5) years.

ARTICLE III

DESCRIPTION OF SERVICES

- 3.01 WILCO agrees to provide fiscal and payroll processing to CAMPO, by acting as the fiscal agent for the CAMPO funds. WILCO will provide CAMPO financial records retention and storage services, timekeeping and payroll services, accounts payable processing, accounts receivable processing, and purchase order requisition processing.

ARTICLE IV

FISCAL MANAGEMENT AND REQUIRED TECHNICAL SUPPORT

- 4.01 The budget for all activities on behalf of CAMPO will be set by CAMPO.
- 4.02 WILCO shall maintain one or more separate agency accounts under the supervision of the WILCO County Auditor for use by CAMPO. The WILCO County Auditor, in carrying out the requirements of this Agreement, is responsible only in the capacity of a trust officer for the funds involved and the procedures, rules, regulations and other customs involving WILCO funds may not necessarily be observed. WILCO will use generally accepted accounting procedures to satisfy its duties pursuant to this Agreement.
- 4.03 All requests for reimbursement from the State of Texas or any federal agencies shall be prepared by CAMPO employees and submitted on a monthly basis to the Texas Department of Transportation ("TxDOT") with a copy to the WILCO County Auditor, if requested. WILCO shall pay all invoices on a timely basis on behalf of CAMPO.
- 4.04 All warrants issued to WILCO or CAMPO by the State of Texas or federal, county or local agencies for work performed by any agency or consultant under contract to CAMPO shall be properly endorsed and deposited in a CAMPO agency account.

- 4.05 CAMPO shall make contracts and commitments in its own name. CAMPO is solely responsible for the accuracy of the records of funds it expends and those spent by its agents or consultants that contract with CAMPO. CAMPO assumes full responsibility for the legal and proper expenditure of all federal monies in accordance with CAMPO's latest approved budget and Unified Planning Work Program. Furthermore, CAMPO shall be responsible for complying with all applicable state and federal procurement laws in relation to any purchases made by CAMPO and WILCO will not be obligated to provide such procurement services or legal procurement oversight for CAMPO.
- 4.06 The disbursement of funds to agencies or consultants under contract to CAMPO will be timely made by WILCO in the amounts specified by CAMPO. However, CAMPO is fully responsible for all such contracts and releases WILCO from any liability which may arise as a result of WILCO performing any non-negligent task pursuant to this Agreement. WILCO is under no obligation to process payment requests unless sufficient funds for such purposes are reflected in the current budget approved by CAMPO's Transportation Policy Board.
- 4.07 WILCO shall assign sufficient staff members to provide services to CAMPO as required to fulfill its duties under this Agreement.
- 4.08 In consideration of the services performed under this Agreement, CAMPO shall pay WILCO the initial Total Start Up Costs, Ongoing Costs, Annual Support Fee for Licenses and CAMPO's employer share of Fringe Benefits on Bi-weekly Payroll as set forth in Exhibit A (the latter three are collectively referred to herein as "Reimbursed Operating Costs"). CAMPO acknowledges and understands the Reimbursed Operating Costs set forth in Exhibit A are estimates for the initial year of this Agreement and that the Reimbursed Operating Costs are subject to change during the initial year of this Agreement and for each year thereafter in the event WILCO's actual cost for such items increases or decreases.
- 4.09 CAMPO acknowledges and agrees that it will solely provide its own Information Technology support who will work with CAMPO to initially cable its offices, install its network equipment (routers, switches, etc.), install a phone system, if desired, install a site-to-site Virtual Private Network ("VPN"), and provide on-going day-to-day technical support for CAMPO's computers, network, and VPN, as well as any other technical support CAMPO may require not specified in Exhibit A. Furthermore, CAMPO acknowledges and agrees that it will need to provide a site-to-site VPN per WILCO's specifications in order to securely connect to the WILCO network.

CAMPO must maintain internet access with a minimum of 5 Megabits per second ("Mbps") bandwidth/speed to access the WILCO systems and have more than 5 Mbps, if needed, to accommodate the other systems and internet that CAMPO may wish to access.

In consideration of CAMPO's payment of the applicable license fees set forth in Exhibit A, WILCO will provide the following software applications:

- Oracle - Provides self-service features to view pay slips and federal form W2
- Kronos - Track time and attendance to administer payroll and HR services. Includes leave accrual management.
- Office 365/ Email - Option: E3

In consideration of CAMPO's payment of the costs set forth in Exhibit A, WILCO will provide only the following software application support:

Oracle and Kronos:

- Manage user accounts
- Training
- System configuration per WILCO policy
- Provide access troubleshooting

Office 365:

- Manage user accounts
- System configuration per WILCO policy
- One Drive set-up
- SharePoint Site set-up/training
- Troubleshooting Access
- High level navigation training

- 4.10 CAMPO Executive Director is designated the responsible CAMPO official to act in the capacity equivalent to a WILCO Department Head relative to matters dealing with the CAMPO staff, to include, but not be limited to, the signing of purchase order requisitions and status forms.
- 4.11 CAMPO agrees to indemnify WILCO for any amounts to which WILCO may become liable because of the action or omission not determined to be made either voluntarily or with gross negligence of any WILCO employee assigned to perform tasks for CAMPO.

ARTICLE V

PERSONNEL MANAGEMENT

- 5.01 CAMPO's Transportation Policy Board is responsible for hiring, supervising, evaluating and terminating the Executive Director who will have the full-time responsibility for administering the MPO. As such, the Executive Director is responsible for hiring,

supervising, evaluating and terminating CAMPO staff identified and authorized in the CAMPO Unified Planning Work Program.

5.02 CAMPO's Transportation Policy Board shall have discipline and grievance authority over CAMPO's Executive Director who will in turn have discipline and grievance authority over all other CAMPO employees. In the event the CAMPO Executive Director is the subject of a grievance, a CAMPO employee may submit a written appeal to the Transportation Policy Board through its Vice Chair.

5.03 WILCO will disburse payroll for CAMPO employees concurrent with its disbursement to WILCO employees and CAMPO shall pay all costs associated with its employees including CAMPO's employer's share of health insurance, which is estimated and designated in Exhibit A as \$8,400* per full-time equivalent employee for the initial year of this Agreement. CAMPO employees shall receive the same fringe benefits normally extended to WILCO employees, including but not limited to, retirement, medical and life insurance, vacations, sick leave and holidays; provided, however, CAMPO shall be responsible for reimbursing WILCO the actual costs of such WILCO fringe benefits that are extended to CAMPO employees, costs of which are subject to change each year.

*NOTE: As of the execution of this Agreement, WILCO's budget process has not been concluded for Fiscal Year 2017 and WILCO will not determine the amount of the Employer's Contribution until August 2, 2016. WILCO's Benefits Committee may possibly recommend to WILCO's Commissioners Court an increase from \$8,400 to \$8520 to the Employer Contribution for Insurance per full-time equivalent employee for the initial year of this Agreement. Thus, as stated herein, Reimbursed Operating Costs set forth in Exhibit A are estimates for the initial year of this Agreement and the Reimbursed Operating Costs are subject to change during the initial year of this Agreement and for each year thereafter in the event WILCO's actual cost for such items increases or decreases.

5.04 The Transportation Policy Board shall establish the salary and conduct the performance review of the CAMPO Executive Director. The CAMPO Executive Director shall be responsible for personnel performance reviews and salary adjustments of other CAMPO employees.

5.05 Both Parties recognize and acknowledge that CAMPO is a separate and distinct governmental entity established pursuant to the laws of the United States and the State of Texas. Therefore, at all times during this Agreement, CAMPO employees shall be and remain CAMPO employees and not employees of WILCO. As such, CAMPO shall solely hire, supervise, instruct, direct, and train its employees; control how, when and where its employees are to perform their job functions for CAMPO, determine the duration of the employer/employee relationship; and determine the compensation to be paid to its employees.

ARTICLE VI

PAYMENT TERMS AND ANNUAL RECONCILIATION STATEMENT

- 6.01 Upon complete execution of this Agreement, CAMPO will immediately tender to WILCO the funds it maintains for the Total Start Up Costs designated in the attached Exhibit A.
- 6.02 On or before the first (1st) day of each month, WILCO will invoice CAMPO for the prior month's Reimbursed Operating Costs. CAMPO shall review and approve the invoice for payment within thirty (30) days from its receipt of the invoice. The WILCO County Auditor will make all necessary book entries in relation to CAMPO's monthly payment upon WILCO's receipt of CAMPO's payment approval.

In the event that an error appears in an invoice submitted by WILCO, CAMPO shall notify WILCO of the error not later than the tenth (10th) day after the date CAMPO receives the invoice. WILCO and CAMPO will work in cooperation thereafter to resolve any invoice or resulting payment errors.

- 6.03 WILCO and CAMPO acknowledge and agree that the Reimbursed Operating Costs identified in Exhibit A are estimates for the initial year of this Agreement and that such costs are subject to change during the initial year of this Agreement and for each year thereafter in the event WILCO's actual cost for any of the Reimbursed Operating Costs increases or decreases. Thus, in the event of any increase or decrease to WILCO's actual costs of the Reimbursed Operating Costs, the amount of Reimbursed Operating Costs invoiced to CAMPO may be more or less than the estimated amounts set out in Exhibit A. WILCO, however, may not increase any Reimbursed Operating Costs over and above its actual costs.
- 6.04 At least sixty (60) days prior to the Agreement anniversary date, WILCO will provide CAMPO with an Annual Reconciliation Statement that sets forth any estimated changes or additions to the Reimbursed Operating Costs for the upcoming year. The Reimbursed Operating Costs may only be increased to reflect an increase to WILCO's actual costs for such items and WILCO may not increase any costs for such items over and above its actual costs.

In the event that CAMPO does not agree to an annual increase to the Reimbursed Operating Costs, CAMPO must send WILCO written notice of its disagreement within seven (7) days of its receipt of the Annual Reconciliation Statement. The Parties shall immediately thereafter meet in order to work together in good faith to resolve any disagreements as to such increase(s).

If the Parties are unable to resolve the disagreement within seven (7) days following the date in which CAMPO sent its written notice of disagreement to WILCO, such disagreement shall be addressed through non-binding mediation. A single mediator who is knowledgeable about the subject matter of this Agreement shall be selected by agreement of the Parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the Parties. If, after mediation, the Parties are unable to agree upon any annual increase to Reimbursed Operating Costs, either Party may terminate this Agreement upon one hundred eighty (180) days' notice to the other Party. In the event that either Party elects to terminate this Agreement following an unsuccessful mediation, CAMPO will pay the upcoming annual Reimbursed Operating Costs at half of the difference of the proposed increase during the portion of the hundred eighty (180) day termination notice period for which the increased Reimbursed Operating Costs apply.

ARTICLE VII

TERMINATION

- 7.01 In addition to any other termination rights set out herein, this Agreement may be terminated in whole or in part by either Party whenever such termination is found to be in the best interest of either Party. Termination may be effected by the conveyance of a written notification to the other Party at least one hundred eighty (180) days in advance of the effective date of the termination. WILCO agrees that CAMPO will need as much advanced notice as possible in order to locate another governmental agency to serve as fiscal agent and as such will give CAMPO termination notice as far in advance as possible.

ARTICLE VIII

NON-DISCRIMINATION

- 8.01 It is mutually agreed that both Parties shall be bound by all applicable federal, state, and local laws and regulations with respect to non-discrimination in employment including, but not limited to, the provisions and amendments of Title 49 Code of Federal Regulations ("CFR") Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23 CFR Part 710.405(b), and Executive Order 11246 titled "Equal Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (Title 41 CFR Part 60).

- 8.02 CAMPO agrees to insure that Minority Business Enterprises as defined in Title 49 CFR Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Department of Transportation funds. In this regard, CAMPO shall take all necessary and reasonable steps in accordance with the noted federal regulation, as amended, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

CAMPO and any subcontractors shall not discriminate based on race, color, national origin, religion, age, sex, or disability in the award and performance of contracts funded in whole or in part with Department of Transportation funds. These requirements will be included in any subcontract.

ARTICLE IX

GOVERNING LAW

- 9.01 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, Texas.
- 9.02 This Agreement is subject to applicable federal, state and local laws. Nothing herein contained may be construed as a waiver of any right to contest any such law, ordinance, rule, regulation or asserted regulatory jurisdiction.

ARTICLE X

AMENDMENT

- 10.01 No provision of this Agreement will be deemed waived, amended or modified by either Party unless and until such waiver, amendment or modification is in writing and signed by both Parties.

ARTICLE XI

PRECEDENCE OF AGREEMENT

- 11.01 This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understanding, written or oral, between the Parties respective the matters contained herein.

ARTICLE XII

NON-ASSIGNMENT

- 12.01 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns. Neither WILCO nor CAMPO shall assign or sublet any duty of this Agreement, unless identified in this Agreement already, without the written consent of the other Party.

ARTICLE XIII

LEGAL CONSTRUCTION; INTERLOCAL COOPERATION ACT

- 13.01 If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable provision will not affect any other provision hereof and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- 13.02 In addition to other legal authority, this Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

ARTICLE XIV

NOTICES

- 14.01 All notices hereunder shall be deemed given when, either delivered in person or deposited in the United State mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate Party at the following address:

If to WILCO:

c/o: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

If to CAMPO:

3300 N IH-35, Suite 630
Austin, TX 78705

EXECUTED IN DUPLICATE ORIGINALS, TO BE EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2016.

COUNTY OF WILLIAMSON

By: 

Dan A. Gattis, County Judge

Date: July 28, 20 16

CAPITAL AREA METROPOLITAN PLANNING
ORGANIZATION

By: 

Will Conley

Chair Transportation Policy Board

Date: 7-16, 20 16

EXHIBIT A

Start Up Costs and Estimated Reimbursed Operating Cost Estimates for Initial Year of Fiscal Agent Services Agreement

Start up Costs

40 hours of IT time to set up Computers		\$52.07	\$2,082.64
8 hours of Accounting Staff to set up Payroll and Accounting System		\$60.79	\$2,431.41
8 hours of Human Resource Time to set up positions		\$48.87	\$1,954.67
HR Software License per Employee	16	\$89.36	\$1,429.76
Payroll License Per Employee	16	\$108.68	\$1,738.88
Self Service License per Employee	16	\$23.18	\$370.88
Kronos License per Employee	9	\$150.00	\$1,350.00
Kronos License per Manager	7	\$700.00	\$4,900.00
Accountant Salary in Auditor's Office for month of September			\$6,007.91
Office 365 E3 (E1 plus Microsoft office on the machine)	16	\$85.50	\$1,368.00
Computer for Accountant			\$888.00
Software for Accountant			\$371.22
Phone for Accountant			\$300.00
Calculator for Accountant			\$100.00
Chair for Accountant			\$500.00
Workspace Partitions for Accountant			\$300.00
Total Start up Costs			\$26,093.37

Estimated Reimbursed Operating Costs for Initial Year (October 1, 2017-September 2017) of Agreement:

Estimated Ongoing Costs:

40 hours/year of IT time is estimated for Kronos Support		\$42.87	\$1,714.79
60 hours/year of IT time is estimated for troubleshooting and password resets, etc		\$26.43	\$1,586.07
40 hours/year of IT time is estimated for Oracle Support		\$47.19	\$1,887.42
120 hours/year of IT time is estimated for Office 365 Support		\$38.59	\$4,630.98
1.5 hours per week of Payroll time is estimated		\$31.77	\$2,477.78
1.5 hours per week of Human Resource Effort		\$38.45	\$2,999.37
1.5 hours per week of Benefits Staff Effort		\$40.51	\$3,159.86
10% Overhead Fee			\$1,845.63

Estimated Annual Support Fee for Licenses:

HR	16	\$18.37	\$293.92
Payroll	16	\$22.34	\$357.44
Self Service	16	\$5.10	\$81.60
Kronos Employee	9	\$40.00	\$360.00
Kronos Manager	7	\$95.00	\$665.00
Open Enrollment Access for Insurance	16	\$32.00	\$512.00
Office 365 E3 (E1 plus Microsoft office on the machine)	16	\$205.20	\$3,283.20
Accountant in Auditor's Office			\$77,403.00
Software Maintenance for Accountant in Auditor's Office			\$323.01

Total of Estimated Ongoing Costs and Annual Support Costs: \$103,581.07

Fringe Benefits on Bi-Weekly Payroll

Employer Share of Retirement presently 12.81% (thru Dec 31, 2016. Rate will increase in January to at least 13.31%)

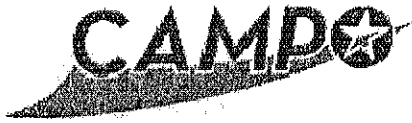
Employer Share of FICA 7.65%

Workers Comp is estimated at 5% of gross payroll

Employer Share of Insurance is \$8400/year per FTE budgeted 16 \$8,400.00 \$134,400.00 ***

*** WILCO Benefits Committee Meeting may recommend increasing Employer Contribution for Insurance to \$8520/year per FTE.

WILCO will not know the final amount until August 2, 2016.



RESOLUTION (2016-5-6)

FISCAL, PERSONNEL AND PROPERTY MANAGEMENT AGREEMENT

WHEREAS, pursuant to federal law, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973; and

WHEREAS, CAMPO's Transportation Policy Board is the regional forum for cooperative decision-making regarding transportation issues in Bastrop, Burnet, Caldwell, Hays, Travis and Williamson Counties in Central Texas; and

WHEREAS, Title 23, United States Code, Chapter 1, Section 104 authorizes the use of Federal Highway Administration Metropolitan Planning Funds and Federal Transit Act Section 5303 funds by Metropolitan Planning Organizations on a reimbursement basis, and state Departments of Transportation disburse said Metropolitan Planning Funds in response to after-the-fact reimbursement requests from Metropolitan Planning Organizations for eligible expenditures; and

WHEREAS, most Metropolitan Planning Organizations require the services of Fiscal Agents with sufficient financial capacity to disburse funds and pay invoices in a timely manner pending reimbursement from state Departments of Transportation in order to conduct day-to-day business; and

WHEREAS, since the early 1990s the City of Austin has served as the Fiscal Agent for CAMPO, and the latest Fiscal Agent Agreement by and between CAMPO and the City of Austin took effect on October 1, 2009; and

WHEREAS, in December 2014, CAMPO's Executive Director identified areas of concern with certain provisions of said agreement and initiated discussions with the City of Austin in an attempt to renegotiate the provisions of said agreement pertaining to personnel policies; and

WHEREAS, despite both parties negotiating in good faith, the nearly year-long attempt to negotiate a new Fiscal Agent Agreement with terms and conditions acceptable to CAMPO was unsuccessful; and

WHEREAS, said latest Fiscal Agent Agreement expired on September 30, 2015, and as of October 1, 2015, the City of Austin has continued to provide Fiscal Agent services to CAMPO on a month-to-month basis; and

WHEREAS, after exhausting all possible avenues to renegotiate said Fiscal Agent Agreement, CAMPO staff began exploring options for transitioning to a new Fiscal Agent in a manner as seamless and non-disruptive as possible; and

WHEREAS, through a search of agency records, CAMPO staff found that Williamson County had prior experience providing Fiscal Agent services to CAMPO, and in December 2015 initiated discussions with Williamson County to explore the viability of entering in to a new Fiscal Agent Agreement; and

WHEREAS, Williamson County's prior experience providing Fiscal Agent services to CAMPO promises to ensure a trouble-free transition to a new Fiscal Agent Agreement.

NOW, THEREFORE BE IT RESOLVED that the CAMPO Transportation Policy Board hereby votes to authorize the Chair to negotiate and execute a *Fiscal and Personnel Agreement* with Williamson County; and

Hereby orders the recording of this resolution in the minutes of the Transportation Policy Board; and

BE IT FURTHER RESOLVED that the Board delegates the signing of necessary documents to the Board Chair.

The above resolution being read, a motion to was made to authorize the Chair to negotiate and execute a *Fiscal and Personnel Agreement* with Williamson County on May 9, 2016 by James Oakley; duly seconded by Joe Bain.

Those voting "AYE":

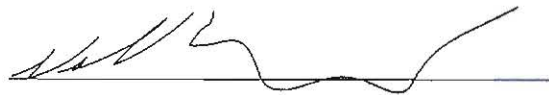
Will Conley	Cynthia Long
Judge Pape for Clara Beckett	Terry McCoy
Steve Adler	Terry Mitchell
Joe Bain	Craig Morgan
Joe Bain for Gerald Daugherty	Alfredo Muñoz
Sarah Eckhardt	James Oakley
Sheri Gallo	Cynthia Long for Matt Powell
Delia Garza	Dale Ross
Will Conley for Daniel Guerrero	Brigid Shea
Ann Kitchen	

Those "Opposed": None

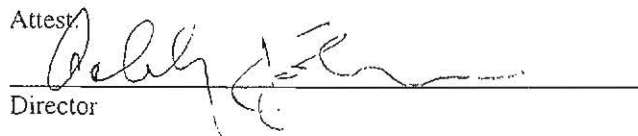
Abstain: None

Absent and Not Voting: Jeff Coleman

SIGNED this 9 day of May 2016.



Chair, CAMPO Board

Attest:

Director