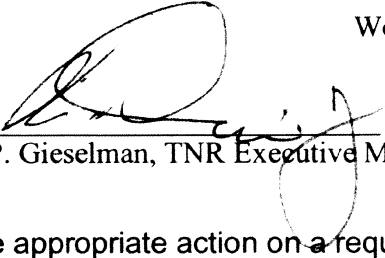


VS 3.9.10 Item 10 ✓

Travis County Commissioners Court Agenda Request

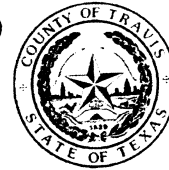
Voting Session March 9, 2010

Work Session

- I. A. Request made by:  Phone # 854 -9434
Joseph P. Gieselman, TNR Executive Manager
- B. Requested Text:
1) Consider and take appropriate action on a request to approve "Amended Resolution to Establish and Participate in the Capital Area Pavement Engineering Council"; and,
2) Consider and take appropriate action on a request to approve a substitute "Interlocal Agreement to Establish the Capital Area Pavement Engineering Council"
- C. Approved by: Commissioner Ron Davis, Precinct 1
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
- III. Required Authorizations: Please check if applicable:
- Planning and Budget Office (473-9106)
- ☒ Additional funding for any department or for any purpose
- ☐ Transfer of existing funds within or between any budget line item
- ☐ Grant
- Human Resources Department (473-9165):
- ☐ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ☐ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ☒ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

VS 3.9.10 Item 10



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

February 24, 2010

MEMORANDUM TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Steve Manilla, P.E., TNR Public Works Director

Subject: Capital Area Pavement Engineering Council

Proposed Motion:

- 1) Consider and take appropriate action on a request to approve "Amended Resolution to Establish and Participate in the Capital Area Pavement Engineering Council"; and,
- 2) Consider and take appropriate action on a request to approve a substitute "Interlocal Agreement to Establish the Capital Area Pavement Engineering Council"

Summary and Staff Recommendations:

The Capital Area Pavement Engineering Council (CAPEC) initiative is a multi-agency effort aimed at eliminating or minimizing historical problems associated with roadways constructed over the highly expansive soils located predominantly east of IH-35. It will also strive to provide an added benefit through standardization of pavement designs.

In the FY 2008 budget process the Court approved allocating \$75,000 to the CAPEC initiative as Travis County's pro-rata share of the anticipated costs of a CAPEC project needed to meet its goals and objectives. Since that time CAPEC established a Board of Directors which has provided direction for the development of an Interlocal Agreement for use by parties interested in participating. The agreement was drafted by legal staff from Travis County and the City of Austin. After the Interlocal Agreement was approved the Auditor's Office requested several improvements which have been agreed upon with TNR and CAPEC members and included by the County Attorney's Office. The next step to take is for each interested party to execute the substitute Interlocal Agreement and accompanying Amended Resolution wherein they will commit to sharing in the costs of CAPEC's project.

TNR recommends approval of the Amended Resolution and the substitute Interlocal Agreement.

Budgetary and Fiscal Impacts:

During FY2008 Budget Markup, TNR management decided to fund its \$75,000 share internally from one-time FY2007 savings. These funds are available in 099-4941-621-6099, and have been encumbered on requisition number 419997 in H.T.E. Other than the cost of staff time required to get CAPEC established no Travis County funds have been expended on CAPEC to date and no new Travis County funds are requested at this time.

In late 2009 TNR polled the entities that had originally agreed to help fund the \$450,000 CAPEC project to determine if they are still able to help with funding. Only Travis County, the City of Austin, the City of Hutto, and Williamson County responded in the affirmative. Although TNR expects that other entities will eventually provide funds it is possible that only these four will be providing funds. As such, the original assumptions that were used to determine the sharing of costs between CAPEC members has changed and it is possible that the remaining members will need to provide more funds than originally anticipated. The estimated shortfall is \$91,600. Each funding member will be asked to provide its pro-rata share of this shortfall. Travis County's share is expected to be approximately \$15000 when considering the current membership. The amount will reduce as new members join CAPEC. As with the original amount, if the need arises Travis County's funds are anticipated to come from one-time TNR savings.

The funds to be provided by the four entities that are now ready to execute the agreement will be adequate to move on to the development of a Request for Qualifications which will be used to select a consultant to assist CAPEC with completing the project.

Issues and Opportunities:

Pavement design methods currently in use fall well short of addressing critical problems with pavement performance and maintenance. We have observed failures in relatively new pavement caused by expansive soils, heavy trucks and insufficient design thickness of pavement. In addition to design problems, the various municipalities and counties have widely varying specifications for materials and construction. The net result is a higher cost, less quality, and inconsistent inspection and testing.

CAPEC, which will consist of Pavement Engineers from central Texas cities and counties, has been formed to advance the state of the art in pavement design and construction. This organization consists only of public employees. Consultants, contractors, material suppliers and other interested parties can and do participate on an Associate, non-voting level. This organization has been named the Capitol Area Pavement Engineers Council.

The organization is currently soliciting funds for a project to develop new design methodologies and construction and material specifications. CAPEC is estimating the project will cost approximately \$450,000. Funding is to be provided by member agencies.

CAPEC is modeled after a very successful effort by the Denver Metropolitan Government Pavement Engineers Council. CAPEC has adapted their by-laws and goals to fit its needs and is trying to achieve their successes. The DMGPEC standards for design and construction have been in place for approximately 8 years and reports a significant increase in the quality of construction and materials, achieving a very significant reduction in premature failures, and netting about a 15 percent cost reduction.

Required Authorizations:

Jessica Rio, Planning & Budget Office

Julie Joe, Assistant County Attorney

Attachments:

- 1) Amended Resolution to Establish and Participate in the Capital Area Pavement Engineering Council
- 2) Interlocal Agreement to Establish the Capital Area Pavement Engineering Council

CC:

Don Ward, P.E., Scott Lambert, P.E., TNR Road & Bridge

Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, TNR Financial Services

Sean O'Neal, Auditors Office

AMENDED RESOLUTION TO ESTABLISH AND PARTICIPATE IN THE CAPITAL AREA PAVEMENT ENGINEERING COUNCIL

WHEREAS, the Travis County Commissioners Court finds that improving the quality of pavement in Travis County would lower the life-cycle costs of pavement maintenance that are borne by the taxpayers of Travis County;

WHEREAS, the Travis County Commissioners Court finds that it would be of benefit to the political subdivisions in the Central Texas area, including Travis County, and the citizens thereof if the political subdivisions work together to improve pavement design, construction, and maintenance practices in the Central Texas area; and

WHEREAS, the Travis County Commissioners Court finds that the development of standardized pavement design methods and construction specifications would lower costs for the political subdivisions in the Central Texas area and their taxpayers, improve the quality of pavement, enable more efficient inspection and testing, significantly improve the transportation infrastructure, and advance public safety in the Central Texas area;

WHEREAS, pavement engineers from the Central Texas area, including pavement engineers from the Travis County Transportation and Natural Resources Department, have been meeting informally for the past several years to discuss how to improve pavement performance and pavement maintenance and have determined that standardized pavement design methods and construction specifications would advance public safety and lower costs; and

WHEREAS, in September 2007, the Travis County Commissioners Court approved an allocation of \$75,000 to the Capital Area Pavement Engineering Council ("CAPEC") as the County's pro-rata share of anticipated expenses for a project to develop standardized pavement design methods and construction specifications for the Central Texas area;

WHEREAS, on July 14, 2009, the Travis County Commissioners Court issued an order that authorizes the Travis County Judge to execute an interlocal agreement to establish the Capital Area Pavement Engineering Council ("CAPEC") and that authorizes the Executive Manager of the Travis County Transportation and Natural Resources Department to designate one or more persons to represent the County at CAPEC meetings; and

WHEREAS, it has become necessary to amend the Court's July 14, 2009 resolution and the interlocal agreement attached thereto;

NOW, THEREFORE, the Travis County Commissioners Court hereby amends its July 14, 2009 Resolution to Establish and Participate in the Capital Area Pavement Engineering Council and the interlocal agreement attached thereto and:

1. authorizes the Travis County Judge to execute the attached Interlocal Agreement to Establish the Capital Area Pavement Engineering Council ("CAPEC") and any future amendments to the attached interlocal agreement;
2. authorizes the Travis County Judge to execute other interlocal agreements relating to CAPEC; and
3. authorizes the Executive Manager of the Travis County Transportation and Natural Resources Department to designate one or more persons to represent the County at CAPEC meetings and activities, except that no such representative is authorized to bind the County in contract relating to CAPEC unless such representative has received prior express written authorization to do so by the Travis County Commissioners Court.

BE IT SO ORDERED ON THIS 9th DAY OF March, 2010.

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

Ron Davis
Ron Davis, Commissioner
Precinct 1

Sarah Eckhardt
Sarah Eckhardt, Commissioner
Precinct 2

Karen Huber
Karen Huber, Commissioner
Precinct 3

Margaret Gómez
Margaret Gómez, Commissioner
Precinct 4

Interlocal Agreement to Establish the Capital Area Pavement Engineering Council

This interlocal agreement (the "Agreement") is made and entered into by and between each political subdivision listed in Exhibit A and Exhibit B (individually, the "Participating Entity" or "Party" and collectively, the "Participating Entities" or the "Parties") pursuant to Chapter 791 of the Texas Government Code for the purposes and consideration described herein.

WHEREAS, improving the quality of pavement in the Central Texas area would lower the life-cycle cost of pavement maintenance that are borne by the Participating Entities and the taxpayers thereof;

WHEREAS, it would be of benefit to the Participating Entities listed in Exhibit A and Exhibit B and the citizens thereof if the Participating Entities work together to improve pavement design, construction, and maintenance practices in the Central Texas area;

WHEREAS, the development of standardized pavement design methods and construction specifications would lower costs for the Participating Entities, improve the quality of pavement, enable more efficient inspection and testing, significantly improve the transportation infrastructure, and advance public safety in the Central Texas area; and

WHEREAS, the pooling of knowledge and financial resources by the Participating Entities would enable the Participating Entities to more expeditiously and efficiently achieve the public purposes stated above;

NOW, THEREFORE, the Participating Entities, each acting by and through their respective governing bodies, enter into this Interlocal Agreement.

1.0 Establishment of the Capital Area Pavement Engineering Council

1.1 The Parties by resolution or order enter into this Agreement to form an organization to improve pavement engineering in the Central Texas area. The Parties hereby establish the Capital Area Pavement Engineering Council ("CAPEC" or the "Council").

2.0 Term and Membership

2.1 The term of this Agreement will be one (1) year from August 1, 2009 to July 31, 2010 and will automatically renew from year to year, subject to the other provisions of this Agreement.

2.2 Voting Members. A Participating Entity whose governmental body has by order or resolution committed funds for Council-approved initiatives is a Voting Member of the Council. The amount to be contributed by each Voting Member for each Council-approved initiative that requires funding will be determined by the Board of Governors, as defined in Section 5.0 of this Agreement, and will be based on each Voting Member's pro-rata share of

that Council-approved initiative. A list of Participating Entities that are Voting Members is attached hereto as Exhibit A, which exhibit is incorporated herein for all purposes.

2.3 Associate Members. A Participating Entity whose governing body has by order or resolution approved joining the Council but which has not approved the commitment of funding for Council-approved initiatives is an Associate Member of the Council. An Associate Member does not have voting authority on the Council and is not a part of the Board of Governors of the Council. However, Associate Members may attend all CAPEC meetings and would be placed on a mailing list to receive mailings and announcements. A list of Participating Entities that are Associate Members is attached hereto as Exhibit B, which exhibit is incorporated herein for all purposes.

2.4 Change in Membership Status. Each Participating Entity acknowledges and understands that the pooling of knowledge and financial resources is essential to achieving CAPEC goals and objectives in an expeditious and affordable manner. An Associate Member whose governing body approves funding for a Council-approved initiative subsequent to the Participating Entity's execution of this Agreement will become a Voting Member of the Council. A Voting Member whose governing body refuses or is unable to release funding for a Council-approved initiative will become an Associate Member of the Council. If less than all of the contemplated parties execute this Agreement prior to commencement of Council activities, this Agreement will operate as an Interlocal Agreement between the signatories listed in Exhibit A and Exhibit B.

2.5 Nongovernmental Members. Individuals and firms from the private sector such as engineers, geotechnical consultants, contractors, suppliers, and other individuals or groups that are interested in the Council's activities can join as Nongovernmental Members of the Council. A Nongovernmental Member is not a party to this Agreement but may attend all CAPEC meetings and ask to be placed on a mailing list to receive mailings and announcements.

3.0 Goals and Objectives

3.1 The purpose of the Council is to advance the state of the art in pavement design and construction with the goal that governmental entities in the Central Texas area will adopt uniform specifications and construction standards that will improve the quality of pavement, enable more efficient inspection and testing, significantly improve the transportation infrastructure, and advance public safety.

3.2 The Participating Entities and the Associate Members agree to work together to achieve the following goals:

3.2.1 Improving the quality of pavements throughout the Central Texas area, and lowering the life-cycle cost of pavement maintenance at the local level through the use of standardized paving materials and uniform design, construction, maintenance, and management practices. This goal is to be

initially achieved through development of a uniform design and construction specification manual for local governments in the Central Texas area.

- 3.2.2 Improving information sharing and providing educational opportunities for the CAPEC membership concerning the planning, design, materials, specifications, construction practices, maintenance practices, pavement management, inspection, and testing of pavements. Improving communication among jurisdictions including CAPEC, Capital Area Council of Governments (“CAPCOG”), Texas Department of Transportation (“TxDOT”), Federal Highway Administration (“FHWA”), universities, private industry, and industry associations such as the Asphalt Institute, Texas Asphalt Pavement Association (“TAPA”), and the American Concrete Pavement Association (“ACPA”).
- 3.2.3 Providing and promoting continuing education and awareness of critical pavement-related information within the CAPEC area that is appropriate for all of the necessary levels of decision-making and public awareness.
- 3.2.4 Ensuring that any new pavement design specifications, standards, materials, and testing procedures developed at the state and federal levels under consideration for use at the local level are feasible and applicable.
- 3.2.5 Improving the awareness of local, state, and federal engineers and officials concerning the extent of paving work accomplished in the Central Texas area and the financial implications of this work for the citizens we serve.
- 3.2.6 Promoting pavement management programs for all local governments in the Central Texas area and providing experienced technical assistance to the members in the implementation of individual pavement management and pavement preservation programs.
- 3.2.7 Working to resolve pavement design, maintenance, and management issues common to all of the members of CAPEC.

4.0 Authority to Enter into Contracts

4.1 Each Participating Entity hereby designates and authorizes Travis County (1) to provide administrative and fiscal oversight of CAPEC, including receiving and disbursing funds contributed by each Participating Entity, and (2) to utilize Travis County policies and procedures to procure services and products on behalf of CAPEC. To accomplish CAPEC goals, each Participating Entity may commit funds to pay for Council-approved initiatives. The amount to be contributed by each Participating Entity for each Council-approved initiative will be determined by the CAPEC Board of Governors and is subject to approval by the governing body of each Participating Entity; each such initiative will be memorialized by a separate instrument from this Interlocal Agreement. Travis County will utilize its procurement policies and procedures to enter into contracts, commission studies, partner with various agencies and universities to conduct studies, and engage in other activities necessary for fulfilling CAPEC goals,

provided CAPEC makes payments to Travis County for any such obligations from its currently available funding. CAPEC must have sufficient funding on deposit with Travis County prior to execution of any contracts.

4.2 Each Participating Entity acknowledges and agrees that no representative of any Participating Entity shall be deemed to have authority to bind the Participating Entity in Contract unless the governing body of that Participating Entity has delegated such authority in writing. Each Participating Entity further acknowledges and agrees that no representative of any Participating Entity shall be deemed to have authority to bind the Council in Contract unless the Board of Governors and the governing body of the Participating Entity have delegated such authority in writing.

5.0 Governance of the Council

5.1 Each Voting Member will each appoint a representative to serve on a Board of Governors of the Council (the "Board"). Each Voting Member may also appoint an alternate representative to represent the Party whenever the designated representative is unable to attend a CAPEC meeting. The governing body of a Voting Member may designate in writing a change in that Voting Member's representative and alternative representative on the Board.

5.2 The Board will:

- (1) elect a chairperson, vice-chairperson, secretary, and treasurer from its membership and set forth their respective duties and responsibilities;
- (2) set the policy of the Council;
- (3) receive reports concerning the activities of the Council;
- (4) meet annually on a date selected by its chairperson and at other times as set by the board;
- (5) organize the Council to most effectively utilize Council resources in the accomplishment of its objectives;
- (6) appoint a committee to develop standard operating procedures for the Council and to submit the procedures to the Board for its approval;
- (7) organize and implement Council operations;
- (8) establish meeting schedules;
- (9) designate points of contact and determine agency responsibility;
- (10) elect a Council coordinator to coordinate the day-to-day operation of the Council; and
- (11) perform other tasks that it determines are necessary to fulfill the purposes of the Council.

6.0 Dissolution

6.1 The Council can be dissolved by a vote of a simple majority of the Voting Members listed in Exhibit A as of the date of the vote.

6.2 Upon the dissolution of the Council, any assets, including accrued interest, remaining after paying or making provision for the payment of all liabilities and obligations of the Council shall be distributed back to the Participating Entities in proportion to the financial contribution paid by each Participating Entity.

7.0 Records

7.1 Travis County agrees to maintain accurate accounting records of any funds received or disbursed pursuant to this Agreement and, if requested, to allow any Participating Entity access to the records annually for the purpose of performing inspections and audits.

8.0 Legal Responsibilities

8.1 If any representative assigned to the Council is cited as a defendant in any civil law suit arising out of his or her official acts as a representative assigned to the Council, the representative will have the same benefits from the Participating Entity that such representative would be entitled to receive if such civil action had arisen out of an official act within the scope of his or her duties as an employee or officer of that Participating Entity.

8.2 It is expressly understood and agreed that by executing this Agreement, no Party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

9.0 Termination

9.1 Any party may, upon written notice to all other parties, withdraw from this Agreement at any time.

9.2 A party that withdraws from this Agreement pursuant to Section 9.1 may submit a request in writing to Travis County for the return of any unobligated funds the party has contributed to CAPEC plus any accrued interest on such unobligated funds. For the purpose of this Agreement, funds are unobligated if (1) neither CAPEC nor the withdrawing party has executed a separate contract for the expenditure of those funds, and (2) neither CAPEC nor Travis County has obligated nor otherwise encumbered the funds.

10.0 Payments

10.1 Travis County is authorized by the Board of Governors and each Participating Entity to provide oversight of CAPEC funds. Upon receiving authorization from the CAPEC Board of Governors Travis County shall pay for the performance of governmental functions or services and shall make payments therefor from current CAPEC revenues. Travis County shall act as an escrow agent for the management of the CAPEC funds and shall deposit the CAPEC funds into an interest bearing account. Travis County shall invest the funds in accordance with the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, and other applicable laws, or bond

covenants. The interest which accrues on the escrowed funds shall be credited to the CAPEC account and may be used to pay any of the obligations of CAPEC hereunder. Any funds remaining in the CAPEC account upon dissolution of CAPEC shall be returned in accordance with Section 6.2.

11.0 Notice

11.1 Any notice given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery in writing, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

12.0 Legal Construction

12.1 If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal, or unenforceable provision.

12.2 Whenever the context of this Agreement requires, the masculine, feminine or neuter gender and the singular of plural number shall each be deemed to include the others. Any portion 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 confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

13.0 Entire Agreement

13.1 This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations and understandings, if any. Except as provided below relating to the addition or withdrawal of members to the Council, this Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. No official, representative, agent, or employee of any Participating Entity has any authority to modify this Agreement, except pursuant to such express written authorization as may be granted by the governing body of the Participating Entity.

14.0 Additional Agreements

14.1 The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

15.0 Applicable Law

15.1 This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

16.0 No Third Party Rights

16.1 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

17.0 Multiple Counterparts

17.1 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. 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.

17.2 This Agreement is entered into by the duly authorized officials of each respective governmental entity.

18.0 Amendment/Modification of Exhibit A or Exhibit B

18.1 The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to reflect the participation of additional entities or the nonparticipation of certain entities. The Participating Entities hereby agree to future amendments of Exhibit A and Exhibit B and authorize the Council to enter into such amendments of Exhibit A and Exhibit B on their behalf without the necessity of the Entities having to sign the future amendments. The Council agrees to notify all Participating Entities of any amendments to Exhibit A or Exhibit B.

19.0 Force Majeure

19.1 In the event that the performance by a Participating Entity of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

20.0 Breach

20.1 In the event that any Participating Entity breaches any of its obligations under this Agreement, the non-breaching part(ies) shall be entitled to pursue any and all rights and remedies allowed by law.

21.0 Mediation

21.1 When mediation is acceptable to the 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 the disputing 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 Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

22.0 Previous Agreements are Superseded

22.1 This Agreement supersedes any previous interlocal agreements regarding CAPEC.

Resolved, Ordered, and Executed as of the date set forth below.

Name of Participating Entity	<u>Travis County</u>
Address	<u></u> <u></u>
Name of Authorized Signatory	<u>Samuel T. Biscoe</u>
Title of Authorized Signatory	<u>Travis County Judge</u>
Signature	<u>Samuel T. Biscoe</u>
Date signed	<u>3-10-10</u>

EXHIBIT A: PARTICIPATING ENTITIES WHICH ARE VOTING MEMBERS

Name of Participating Entity TRAVIS COUNTY

Address P.O. Box 1748
AUSTIN TEXAS 78767

Name of Authorized Signatory JOSEPH P. GIESELMAN

Title of Authorized Signatory EXECUTIVE MANAGER

Signature 

Date signed 3/17/10

Name of Participating Entity City of Austin

Address 505 Barton Springs Rd, Ste 1300
Austin, TX 78704

Name of Authorized Signatory Robert Hinojosa

Title of Authorized Signatory Acting Director Public Works Dept.

Signature 

Date signed 3.17.10

Name of Participating Entity CITY OF AUSTIN

Address 301 W. 2ND ST
AUSTIN, TX 78701

Name of Authorized Signatory HUARD LARSEN

Title of Authorized Signatory Asst. Assistant City Manager / Public Works Director

Signature 

Date signed 4/5/10

EXHIBIT B: PARTICIPATING ENTITIES WHICH ARE ASSOCIATE MEMBERS

Name of Associate Member _____

Address _____

Name of Authorized Signatory _____

Title of Authorized Signatory _____

Signature _____

Date signed _____

Name of Associate Member _____

Address _____

Name of Authorized Signatory _____

Title of Authorized Signatory _____

Signature _____

Date signed _____

Name of Associate Member _____

Address _____

Name of Authorized Signatory _____

Title of Authorized Signatory _____

Signature _____

Date signed _____