

6.28.11  
Submitted by  
Sharon Blythe et al

Cemeteries Re-Stated Contract 06.28.11

- 1) Initial RRE paid to InterCare in first year of contract (2006) is not included in the re-stated contract. This is needed to calculate the RRE for subsequent years. For instance, this allows to calculate the maximum contract amount of \$41M.
- 2) City auditor recommended that cemeteries contract be clear regarding responsibilities and that there be no contradictory statements in the contract. Some of the responsibilities have been clarified, but some of the clarifications are vague still.  
For instance:
  - New statement clarifying responsibility: "Irrigate all cemeteries where existing irrigation systems exist as necessary to sustain established and new turf, plants, trees, shrubs and other vegetation on an annual basis." What does sustain mean? To remain just barely alive, or to thrive?
  - Statement from original contract: "Collect and dispose of trash as needed." Needed is subjective. Should say "as needed, but no less than..."
  - New statement: "Contractor agrees to maintain irrigation systems in as good a condition as originally received for the duration of this agreement, normal wear and tear excepted." How would this be enforced? Is there documentation of the condition of the irrigation system? Is it based on good faith?
- 3) A comprehensive routine maintenance plan is needed. Contract doesn't address routine tree maintenance, only minimum pruning for safety issues and minimum watering.
- 4) Trees need to be watered from now to the end of September, or longer depending on the drought. Small trees planted within the last 3 years need to be watered for 10 minutes weekly. Established trees need to be watered slowly for 120 minutes every 3 weeks, if there is no rain in between the 3 weeks. At AMP, trees can be watered with COA Water Conservation guidelines, even if due to InterCare's schedule, this means only a few hrs of water two days per week. If more time is needed, InterCare could arrange for some staff to water overnight. Not certain how to water trees at other cemeteries, but trees may die due to drought if not watered this summer, because we have been in a drought for several years now.
- 5) InterCare was responsible for all utilities in the past. With the re-stated contract, InterCare will be reimbursed after the first \$50K spent in water. PARD states that this will encourage water preservation and watering efficiently. I think that InterCare may spend as little as possible in water since in the past they have spent very little on water, never even close to the \$50K cap on water (after which the city will reimburse).
- 6) I know that InterCare is not qualified to prune trees at the cemetery. I know this because InterCare doesn't have the proper staff or training to prune trees, and because of the poor quality that InterCare shows when maintaining the cemeteries. InterCare has demonstrated that they can NOT prune trees following proper ISA pruning standards and procedures. In fact, InterCare damaged the Blythe tree just two weeks ago by flush cutting a branch (picture attached). It is basic knowledge that flush cutting is improper pruning and will damage the tree by preventing wound healing. In addition, a wound cover for Oak Wilt was applied inadequately.
- 7) The re-stated contract needs to have the following statements under the tree pruning section:
  - All pruning cuts shall be done per ANSI and ISA standards.
  - Contractor shall abide by current COA's Oak Wilt policy.
  - A certified arborist shall write the pruning plan and be present during part of the pruning.
  - Public Tree Work Permits shall be obtained from PARD Forestry prior to working on public trees.
- 8) PARD Forestry manager doesn't feel comfortable with issuing a site permit for public tree care (pruning) to InterCare. He recommends that tree pruning be given to Forestry (with funding) or sub-contracted to a certified arborist.
- 9) InterCare was responsible for all the repairs in the prior contract, not just \$200. The City is now offering to pay for anything over \$200. This is additional money to be given to InterCare because of

up to 8 feet

the new terms in the "re-stated" contract. But re-stated contract was supposed to clarify language and responsibilities, not change terms of contract or increase money given to InterCare.

- 10) Requiring city approval for repairs larger than \$200 will slow down repair process. This limit should be increased. City will most likely not approve any repairs larger than \$200 due to budget issues, so, consequently, nothing will be repaired at the cemeteries.
- 11) InterCare has in many occasions damaged stones (knocked them down, bent metal stone, unlevelled stones and graves while burying near by, etc.). The contract should specify that the contractor shall be responsible for promptly repairing any damage caused by InterCare staff.
- 12) Re-stated contract doesn't include leveling stones. COA states that this is the owner's responsibility, except in cases where there are no relatives, for which the city would take care of costs. However, state law requires municipalities to level stones with the passage of bill HB2927 which is now under the Health and Safety Code Chapter 713.13. This law clearly puts the responsibility on the City to repair and improve municipal cemeteries throughout the State, and will be enforced by the District Attorney. The city needs to abide by this law. Latest draft of re-stated contract states that InterCare will abide by Health and Safety Code section 713.011. However, PARD public statements ("who will enforce this law?") don't seem to agree with the draft contract terms.
- 13) City auditor recommended that a contract enforcement process be created. Re-stated contract doesn't include clear performance evaluations. This contract is not measurable since it uses words such as "in good faith" and "as needed" ("*The parties agree to negotiate in good faith concerning inflation adjustments*", "*City agrees to promptly confer with the Contractor and to negotiate in good faith to afford the Contractor an appropriate adjustment*", ). We need a contract with performance measures that does not have to be policed by the citizens on a complaint to complaint basis.
- 14) Based on previous performance, I doubt that InterCare will improve their performance even with a process to track customer complaints. The 311 process doesn't track performance, but instead tracks if InterCare responded to customer complaints. The 311 process that PARD put into place is similar to what we have had all these years. It is a reactive process, where you call someone and complain, and get it fixed without a comprehensive plan to make InterCare abide by the contract. However, 311 process could provide more data. Process could track how many calls it took to get the complaint fixed, how long it took to close the complaint, and if the complaint was solved to the customer's satisfaction. Process is currently not designed to use those metrics. The emphasis should be on performance and customer satisfaction, not just if InterCare reactively responded to the complaint.
- 15) There's plenty of evidence that InterCare has not provided a quality service, that maintenance of cemeteries didn't meet standards, so why can't current contract be canceled due to poor performance?
- 16) InterCare is NOT the only company that can do this job. Georgetown city cemetery's caretaker is a good candidate. This caretaker's business is located in Austin. Georgetown does a good job taking care of their cemetery. Many contractors will be interested now that the contract is for a maximum of \$41M.
- 17) The 2006 contract was sole sourced to InterCare by the specifications that were written by Warren Struss, then PARD director. The contract was not taken to city legal before it got approved by City Council.
- 18) COA needs to initiate exit process now, to designate a permanent full time contract administrator, to write a new cemetery contract for the future, to assess potential suppliers, to start getting bids in preparation for dismissing InterCare based on continued poor performance.
- 19) More importantly, COA needs to define funding for cemeteries, including the fact that AMP is running out of spaces and all cemeteries have been funded by AMP in the past. Dr. Longoria's analysis predicting that there are enough burial spaces for 30 years is inaccurate because it assumes the maximum number of spaces available by including development of all remaining land and cremation and columbariums used for all spaces.

## **InterCare Cemetery Contract**

### **Commitments made to Stakeholders and Cemetery Advocates**

*Tuesday, June 28, 2011*

1. **"Slow down"** the process until after the stakeholder input sessions: to incorporate recommendations that are feasible, prudent and affordable, (from that night and on Thursday, June 30, 2011).
2. **Revise the draft agreement** to clarify further the expectations and improve the enforceability of the terms and conditions.
3. Once revised draft has been completed, upload it on website, notify the public and stakeholders of the **"30 day review and comment period"**,
4. **Correct 311 glitches** to ensure all 311 staff are up to speed
5. **Public Access to Cemetery Monitoring reports:** make accessible to the public. Staff will confer with other regulatory departments (e.g. Code Enforcement) to determine what the city's process and practice is. Please update the stakeholders once we find out.
6. Follow up and **correct valid complaints** regarding contractor sub-performance-- in the interim.

SILVIA BLITZ

## Armstrong, Enjole

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**From:** Jane Rivera [janehrivera@austin.rr.com]  
**Sent:** Monday, July 11, 2011 9:36 PM  
**To:** PARD Cemeteries  
**Cc:** Means, Angela; Mendez, Beverly  
**Subject:** RE: Cemetery Contract

Thank you.

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**From:** PARD Cemeteries [mailto:cemeteries@ci.austin.tx.us]  
**Sent:** Monday, July 11, 2011 3:28 PM  
**To:** Jane Rivera  
**Cc:** Means, Angela; Mendez, Beverly  
**Subject:** RE: Cemetery Contract

Ms. Rivera.

Just a quick email to let you know that we received your comments and will include them in the list or recommendations regarding the restated cemetery agreement.

Thank you for your input and participation.

Please contact me if I can be of further assistance.

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G. Hernandez

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**From:** Jane Rivera [mailto:janehrivera@austin.rr.com]  
**Sent:** Saturday, July 02, 2011 7:07 PM  
**To:** PARD Cemeteries; Hernandez, Gilbert  
**Subject:** Cemetery Contract

Here are my thoughts on the draft contract. My comments will be in red.

Page 2 of 48 InterCare Corporation Management and Operation of City Owned Cemeteries

**3.1 Contract Amount.** The Contractor will be compensated as indicated in Exhibit B, Fees and Payments in an estimated amount not to exceed \$14,141,987 for the initial term with two five year extension options in amounts not to exceed \$11,295,543 for the first extension option and \$16,090,600 for the second extension option for a total not to exceed amount of \$41,528,130.

[I don't see that this is tied to CPI. I would recommend that you simply state "not to exceed \$14,141,987 per year for the initial term with negotiable increases not to exceed CPI for the extensions.]

**3.2 Invoices.** Within 30 days after the close of each quarter, the Contractor may submit to the City invoices based on the accounting of the quarterly activity, including a comparison of Net Revenues Retained (NRR) and Retained Revenues Estimate (RRE) as defined in Exhibit B, Fees and Payment – and an invoice for the payment, if applicable.

Within 30 days after the close of any quarter, Contractor may submit a request for an adjusted annual RRE, based on increases in Non-controllable Cost as defined in Exhibit A, Paragraph III. F. 1. The City's obligation is

8/2/2011

payable only and solely from funds available for the purpose of this contract. Lack of funds shall abate the City's payment obligation until such funds become available.

[I would put the retainage in a service level agreements section.]

Page 20 of 48 InterCare Corporation Management and Operation of City Owned Cemeteries

Exhibit A

Scope of Work

Cemetery Management and Operations

City of Austin Cemeteries

I. Purpose. The City of Austin's intent in contracting for management and operation of the cemeteries is to provide for a self-funded program, to continue or improve the quality of cemetery services available to the citizens of Austin, and to provide for the operation and maintenance of the cemeteries in perpetuity. To the full extent allowed by law, Contractor has exclusive right to perform all services including lot sales, maintenance and interments for spaces sold after the effective date of the contract. Contractor may require reasonable fees and insurance of providers' services, including interments for spaces sold prior to and following the date of Contract. Such fees and requirements shall be approved by the City.

II. Background.

A. The City has operated cemeteries since receiving what is known as the Oakwood Cemetery from the State of Texas in 1856. Five cemeteries are currently operated under the auspices of the City:

1. Oakwood,
2. Oakwood Annex,
3. Evergreen,
4. Plummers, and
5. Austin Memorial Park (AMP).

B. The cemetery operation includes, but is not limited to, the following five services:

1. Administration. Includes the execution and recording of all deeds of sale with the County and the management of information for property owners and interment location information.
2. Sales. Space sales and associated products. Spaces in Austin Memorial Park and Evergreen are available for purchase by the general public and funeral homes. The other three cemeteries no longer have spaces available, although many of the spaces are not yet occupied.
3. Interments services. Includes space opening and closing, funeral set-up, grave liner sales and installation and associated administrative services.
4. Grounds maintenance. Includes regular mowing, grave sinking, leveling of sunken graves, grass planting, litter control, minor repairs to irrigation systems, building maintenance, placement and removal of flowers, and response to property owner requests. Tree maintenance includes trimming and removal when necessary for safety concerns as specified in the Scope of Work, Section III.A.4.d.

[This is the one that the public seems to have so much trouble with. I think you need to be more specific, including exactly when a headstone needs to be righted, exactly at what point a grave needs to be leveled, whether or not you agree that gravel should be put in the bottom of the grave to keep it from continually sinking, etc.]

5. Monument installation. Monument installation includes site designation, layout and installation.

d. Tree maintenance: From ground level to 8 feet, trim and prune at least twice a year to remove diseased or dead material and to raise canopies. Always eliminate unsafe conditions.

[You need to be more specific here, too, based on the public comments. Perhaps define what an unsafe condition is right in the front of the Scope of Work. Then note removed dead material as discovered, rather than just twice a year.]

Mostly, I think the revised contract looks good. If you are able to keep up the staff to enable actual management to the contract, I think the public will become more relaxed and supportive. Thank you for the chance to review

8/2/2011

this.

Jane Rivera

## Armstrong, Enjole

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**From:** Sharon Blythe [blytheinaustin@yahoo.com]  
**Sent:** Tuesday, July 26, 2011 9:07 PM  
**To:** PARD Cemeteries  
**Cc:** Morrison, Laura; Levinski, Robert; Tovo, Kathie  
**Subject:** AustinRAMP Comments on InterCare Contract 7.26.2011  
**Attachments:** cemeteries final sent to PARD and Parks Board 7.26.2011.doc

Dear Parks and Recreation Department,

Please find attached comments and suggestions for the InterCare cemetery contract. Please post these on the PARD website.

Thank you,  
Sharon Blythe  
AustinRAMP

AustinRAMP

Comments on draft cemetery operator contract proposed by the Parks and Recreation Department  
7.26.2011

- 1) Contractor's "Expenses" are being used in contract and PARD presentations without clarifying that these "expenses" include the contractor's expenses (salaries, "commodities", "contractuals") and the contractor's management fee.
- 2) Intercare's "expenses" are indexed every year from 3.5% to 8% depending on yearly "good-faith" (and CPI) negotiations between PARD and Intercare. Since 1990, the actual CPI has been lower than the minimum 3.5% stipulated by the contract.
- 3) This means that **Intercare's management fee increases yearly from 3.5% to 8% regardless of performance**. This in spite that many years, city's employees don't get a raise, or when they do get a raise, it is typically 2-3%, and based on performance.
- 4) Any money that the city has received from the cemeteries comes from the sales of cemetery plots. When PARD states that "the city has received a net of \$209,190 for the last 5 years" what it really means is that PARD and the city didn't receive the remaining money made by the sales of cemeteries plots, which was about \$4-5M for those 5 years. The expenses and management fee are taken out from the \$4-5M to calculate net revenue. InterCare just changed the City asset from land to cash.
- 5) There are only estimates of "expenses" and gross revenue provided by the Contractor. PARD has never calculated the actual expenses or revenues, or audited the Contractor. PARD contract administrator (part-time staff) states that executable contract doesn't allow audits, but it does.
- 6) Dr. Longoria's report states that the average net revenue for cemeteries is 8% of gross revenue. PARD doesn't know what Intercare's revenues are. Based on my calculations with the data I have, I'm calculating that Intercare's net revenues are \$200,000-300,000 per year, or 15-23% of gross revenues, much higher than the average. Additionally, Intercare's 2 top staff salaries are included in the "expenses". And, management fee increases yearly regardless of performance.
- 7) PARD and COA have never been actually paid any money for cemeteries since 1990. The additional expenses above \$894,000 are taken from the cemetery fund already established, so the perpetual fund balance is reduced.
- 8) Initial RRE paid to InterCare in first year of contract (2006) is not included in the re-stated contract. This is needed to establish a starting point on the contract amount that the city is responsible for, and to be able to calculate the RRE for subsequent years. Each year, the RRE is increased by a CPI (indexed), so it is necessary to know the starting RRE to calculate the maximum contract amount of \$41M. From PARD presentation on July 26<sup>th</sup> before the Parks Board, PARD says that compounding increased the cost because the operator gets a raise every year no matter what InterCare's performance is good or bad. InterCare knew in 2006 that the amount was not \$651,000 and misled the City Council at that time.
- 9) City auditor recommended that cemeteries contract be clear regarding responsibilities and that there be no contradictory statements in the contract. Some responsibilities have been clarified. However, there are still some contradictory statements and vague responsibilities. For instance:
  - New paragraph specifies that Intercare is responsible for the first \$50,000 of water per year, and PARD has to approve the additional water needed and is also being responsible for it (page 24 of re-stated contract). However, same contract also specifies in page 27 that "All utility expenses including water, electrical, gas, sewer, and waste disposal required to operate the cemeteries will be borne by the Contractor".
  - New statement clarifying responsibility: "Irrigate all cemeteries where existing irrigation systems exist as necessary to sustain established and new turf, plants, trees, shrubs and other vegetation on an annual basis." What does sustain mean? To remain just barely alive, or to thrive?
  - Statement from original contract: "Collect and dispose of trash as needed." Needed is subjective. Should say "as needed, but no less than..."

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- New statement: *“Contractor agrees to maintain irrigation systems in as good a condition as originally received for the duration of this agreement, normal wear and tear excepted.”* How would this be enforced? Is there documentation of the condition of the irrigation system? Is it based on good faith?
- 10) A comprehensive routine maintenance plan is needed. Contract doesn't address routine tree maintenance, only minimum pruning for safety issues and minimum watering.
- 11) Trees need to be watered from June to the end of September, or longer depending on the drought. Small trees planted within the last 3 years need to be watered for 10 minutes once or twice a week as needed. Established trees need to have 1 inch of water every 3 weeks, which means that they need to be watered slowly for 120 minutes every 3 weeks, unless it rains. At AMP, trees can be watered with COA Water Conservation guidelines, even if due to InterCare's schedule, this means only a few hours of water two days per week. If more time is needed, InterCare could arrange for some staff to water overnight. Not certain how to water trees at other cemeteries, but trees may die due to drought if not watered this summer, because we have been in a drought for several years now.
- 12) InterCare was responsible for all utilities in the past. With the re-stated contract, InterCare will be reimbursed after the first \$50K spent yearly in water at all 5 cemeteries. PARD will have to approve the additional water. PARD states that this will encourage water preservation and watering efficiently. I think that InterCare may spend as little as possible in water since in the past they have spent very little on water, never even close to the \$50K cap on water (after which the city will reimburse). Also, the \$50K was calculated based on the water spent in 2006 \$30K, indexed to 2011 (CPI). But, InterCare wasn't watering trees in 2006, so the \$50K will not be enough to properly deep water the trees in summer and water the grounds all year in those cemeteries that have water on site. The current contract required InterCare to pay for all the water and other utilities. PARD says that InterCare spent \$86,000 per year since 2006 (probably just what InterCare has said since PARD was not allow to view their expenses). No plan on how to properly deep water trees in Summer and water grass all year in cemeteries that don't have water on site, or even on those that need irrigation upgrades.
- 13) InterCare is not qualified to prune trees at the cemetery. InterCare doesn't have the proper staff or training to prune trees. InterCare has demonstrated, for years, poor quality work and lack of concern when maintaining the cemeteries. InterCare has also demonstrated that they can NOT prune trees following proper ISA pruning standards and procedures. In fact, InterCare damaged the Blythe tree just June 2011 by flush cutting a branch. It is basic knowledge that flush cutting is improper pruning and will damage the tree by preventing wound healing. In addition, a wound cover for Oak Wilt was applied inadequately. City's oak wilt policies weren't followed. Pruning of public tree was done without a permit for public tree work from Forestry as is required by city ordinance.
- 14) The re-stated contract needs to have the following statements under the tree pruning section:
  - All pruning cuts shall be done per ANSI and ISA standards.
  - Contractor shall abide by current COA's Oak Wilt policy.
  - A certified arborist shall write the pruning plan and be present during part of the pruning.
  - Public Tree Work Permits shall be obtained from PARD Forestry prior to working on public trees.
- 15) PARD Forestry manager doesn't feel comfortable with issuing a site permit for public tree care (pruning) to InterCare. He recommends that tree pruning be given to Forestry, or sub-contracted to a certified arborist. A certified arborist needs to take care of the trees at all public cemeteries.
- 16) InterCare was responsible for all the repairs in the prior contract, not just \$200. The City is now offering to pay for anything over \$200. This is additional money to be given to InterCare because of the new terms in the “re-stated” contract. But re-stated contract was supposed to clarify language and responsibilities, not change terms of contract or increase money given to InterCare. This amount should be raised to at least \$1,500 per repair.

7.26.2011

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Comments on draft cemetery operator contract proposed by the Parks and Recreation Department  
7.26.2011

- 17) Requiring city approval for repairs larger than \$200 will slow down repair process. This limit should be increased. City will most likely not approve any repairs larger than \$200 due to budget issues, so, consequently, nothing will be repaired at the cemeteries. Additionally, city should be notified of all repair work, including those under the limit, for transparency.
- 18) The 2006 cemetery contract has a total of \$651,000, and the new draft has a total risk to the City of \$41 million. The \$41 million is the cemetery contractor's number off his own accounting system, and the City has not audited those expenses even though they had the right to do so under the current contract. Since 1990 the City of Austin PARD department has taken the word of InterCare without oversight, and the new draft does not improve this oversight.
- 19) InterCare has in many occasions damaged stones (knocked them down, bent metal stone, unveled stones and graves while burying near by, etc.). The contract should specify that the contractor shall be responsible for promptly repairing any damage caused by InterCare staff.
- 20) Re-stated contract doesn't include leveling stones, except for safety reasons. But safety reason aren't well defined, and Intercare takes advantage of this to not level any stone until it fall down on its own. There is no good faith effort from the contractor. In fact, there is only bad faith.
- 21) COA states that leveling stones is the owner's responsibility, except in cases where there are no relatives, for which the city would take care of costs. However, state law 713.011 requires municipalities to level stones. This law clearly puts the responsibility on the City to repair and improve municipal cemeteries throughout the State. The city needs to abide by this law.
- 22) Re-stated contract states that InterCare will abide by Health and Safety Code section 713.011, which per re-stated contract means that Intercare will level the stones only if they are a safety issue, for which standards haven't been defined. In addition, PARD public statements ("so, who will enforce this law?") seem to defy compliance with the law. InterCare should be required to level stones that are slanting 10 degrees or more from vertical. Citizens measured stones and the stones are in danger of falling over since many of the tops have slipped to a dangerous level.
- 23) City auditor recommended that a contract enforcement process be created. Re-stated contract doesn't include clear performance evaluations. This contract is not measurable since it uses words such as "in good faith" and "as needed" ("*The parties agree to negotiate in good faith concerning inflation adjustments*", "*City agrees to promptly confer with the Contractor and to negotiate in good faith to afford the Contractor an appropriate adjustment*", ). We need a contract with performance measures that does not have to be policed by the citizens on a complaint to complaint basis.
- 24) Based on previous performance, I doubt that InterCare will improve their performance even with a process to track customer complaints. The 311 process doesn't track performance, but instead tracks if InterCare responded to customer complaints. The 311 process that PARD put into place is similar to what we have had all these years. It is a reactive process, where you call someone and complain, and get it fixed without a comprehensive plan to make InterCare abide by the contract. In addition, cases are being closed without resolution based on the complaint being vague when it was clearly stated, and other 311 calls aren't been responded to.  
However, the 311 process could provide more data. Process could track how many calls it took to get the complaint fixed, how long it took to close the complaint, and if the complaint was solved to the customer's satisfaction. Process is currently not designed to use those metrics. The emphasis should be on performance and customer satisfaction, not just if InterCare reactively responded to the complaint.
- 25) There's plenty of evidence that InterCare has not provided a quality service, that maintenance of cemeteries didn't meet standards, so why can't the current contract be canceled due to poor performance?
- 26) InterCare is NOT the only company that can do this job. Georgetown city cemetery's caretaker is a good candidate. This caretaker's business is located in Austin. Georgetown does a good job taking

AustinRAMP

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- care of their cemetery. Many contractors will be interested now that the contract is for a maximum of \$41M.
- 27) The 2006 contract was sole sourced to InterCare by the specifications that were written by Warren Struss, then PARD director. The contract was not taken to city legal before it got approved by City Council.
  - 28) COA needs to initiate exit process now, to designate a permanent full time contract administrator, to write a new cemetery contract for the future, to assess potential suppliers, to start getting bids in preparation for dismissing InterCare based on continued poor performance.
  - 29) More importantly, COA needs to define funding for cemeteries, including the fact that AMP is running out of spaces and all cemeteries have been funded mostly by AMP in the past (there are a few plots at Evergreen). Dr. Longoria's analysis predicting that there are enough burial spaces for 57 years is inaccurate because it assumes the maximum number of spaces available by including development of all remaining land that can be developed (30 acres at AMP) and a 40% cremation rate, but cremation is not a popular option currently.
  - 30) Re-stated contract doesn't include clear performance evaluations, and it doesn't clearly state some expectations (For instance, those that were included in the original contract and have not been re-stated like trash pickup). This contract is not measureable since it uses words such as "in good faith" and "as needed" which are not defined. These terms are not defined. We need a contract with performance measures that does not have to be policed by the citizens on a complaint to complaint basis. We need a comprehensive maintenance plan that InterCare has always had the money to do but chose instead to rely on the constant "changing of the guard" at PARD to sway them into letting InterCare do anything they want. PARD Director recently stated to some Parks Board members that Intercare is the only company that can do this job. Maybe we need to seek others to bid on it too such as the caretaker of the Georgetown city cemetery. This caretaker's business is located right here in Austin and Georgetown does take care of their cemetery. The 2006 contract was sole sourced to InterCare by the specifications that were written by Warren Struss, then PARD director, who did not even take the contract to city legal before he went to City Council and had it approved.
  - 31) PARD is currently defending the Cemetery Operator who, according to PARD, is driving this new draft contract to InterCare's advantage. InterCare has to agree to all contract provisions and the current draft is completely in their favor.
  - 32) The new draft cemetery contract proposed by PARD only giving the cemetery operator more take home pay by giving InterCare less responsibilities, less expenses and less responsibility.
  - 33) The citizens of Austin demand a re-solicitation of the cemetery contract.
  - 34) InterCare should be required to water according to the City Conservation Plan which is 6 hours per week on all cemetery ground including Oakwood, Oakwood Annex, Evergreen, Plummers, and Austin Memorial Park Cemeteries. InterCare should be required to water young trees (less than three years old) at least once per week. Cost per trees is just \$2.00 monthly. PARD defends the cemetery operator by saying that InterCare is and has watered the trees at the city cemeteries. There is documented proof that InterCare is letting the trees die at the cemeteries. Citizens have complained but PARD has not taken action.
  - 35) The cemetery operator should continue to have funeral on Sundays. The new version illuminates this requirement which just gives the operator more take home pay off the \$41 million.

**Armstrong, Enjole**

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**From:** Mkdb1405@aol.com  
**Sent:** Wednesday, July 27, 2011 3:16 PM  
**To:** PARD Cemeteries  
**Subject:** Cemetery Contract

My main concern with the upkeep of the cemeteries is that they are not all cared for equally. Austin Memorial Park looks like a park compared to the 2 Oakwood cemeteries and probably Evergreen. And yes my husband and I both have family in AMP and both Oakwoods. The water allotment should be shared by all and not focused on AMP. I realize that some parts of Oakwood are more susceptible to water damage but there are parts that can be watered. I saw a green patch today and of course the water faucet was dripping and had been for a long time for the grass to be as green as it was. There is so much work that can be done inserted of the mowers mowing dead grass because the contact states the grass should be mowed every 2 weeks. This time can be used for other upkeep at the cemetery (Oakwood). Equality and consistency are all that many of us want.

Also I think that removing the old flowers from graves should only be done once a year. They are not the problem that someone who started this policy made them out to be. Now you are never sure if you put flowers for a birthday, etc. that they will be there even one week.

Kay Boyd

**Armstrong, Enjole**

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**From:** Billye Schulle [Billyevs@austin.rr.com]

**Sent:** Thursday, July 28, 2011 3:12 PM

**To:** PARD Cemeteries

**Subject:** RECOMMENDATIONS FOR INTERCARE CORP RESTATED CONTRACT

**IMBEDDED THROUGHOUT THE “CITY CEMETERY RULES AND REGULATIONS” AND INCLUDED IN THE RE-STATED CONTRACT, THE TERM SUPERINTENDENT IS USED IN SEVERAL PLACES. THE DEFINITIONS IN THAT SECTION SHOW THE POSITION OF SUPERINTENDENT DEFINED AS THE PERSON CONTRACTED BY THE CITY FOR THE PURPOSE OF SUPERVISING AND ADMINISTERING CEMETERY FUNCTIONS. DOES THAT MEAN EXPECTATIONS TO APPLY AND FOLLOW THE RULES ARE ASSIGNED TO THE CONTRACTOR, OR IS IT THE RESPONSIBILITY OF THE PERSON HIRED BY THE CONTRACTOR TO ADMINISTER CEMETERY FUNCTIONS.**

**IN THE PAST, THERE HAS BEEN NO ONE IDENTIFIED AS RESPONSIBLE AND THAT IS EXACTLY WHAT HAS HAPPENED ABOUT NONCOMPLIANCE WITH THE RULES POSTED NOW. NO ONE HAS ACCEPTED THE RESPONSIBILITY OF “SUPERINTENDENT”. THIS PERSON/POSITION NEEDS TO BE IDENTIFIED IN THE CONTRACT.**

**Statement from Billye Schulle 7-28-2011**

**Armstrong, Enjole**

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**From:** Billye Schulle [Billyevs@austin.rr.com]  
**Sent:** Thursday, July 28, 2011 5:31 PM  
**To:** PARD Cemeteries  
**Subject:** RECOMMENDATION FOR INTERCARE CORP CEMETERY CONTRACT

7-28-2011

**VERBIAGE FROM THE RESTATED CONTRACT:**

“The City and Contractor agree to work jointly for the acquisition, installation and data entry of a cemetery management system. Contractor agrees to work with the City to implement a computer based cemetery management system to transition cemetery operations from a manually based system to a computer based system”

DURING THE ACTIVITIES IN 2006, AND WRITTEN INTO THE ORIGINAL CONTRACT, THE CONTRACTOR AGREED TO: **WORK WITH THE CITY TOWARD A COMPUTERIZED SYSTEM OF BOOKKEEPING FOR THE SALE OF BURIAL SITES AND DOCUMENTATION OF BURIALS. THAT HAS NOT BEEN DONE IN THE FIVE YEARS SO FAR. NOW IN 2011 WE HEAR THAT A CITIZEN AND THE CONTRACTOR ARE PLANNING TO PURCHASE A SYSTEM TO TRACK THE ACTIVITY. THAT INFORMATION DOES NOT BELONG TO THE CONTRACTOR AND SHOULD NOT ONLY BE IN THE POSSESSION OF THE CONTRACTOR AND A CITIZEN! WHAT HAPPENS TO THE INFORMATION SHOULD THE CONTRACTOR DEFAULT? FAMILIES BUY BURIAL SITES FOR THEIR LOVED ONE, THINKING THE CITY OF AUSTIN IS RESPONSIBLE FOR THE CEMETERY. AND LO, THE CITY DOES NOT KNOW WHO HAS BURIAL SITES OR WHO IS BURIED THERE IN THE CEMETERIES. WHO IN THE CITY HAS VALIDATED THE INFORMATION HELD BY THE CONTRACTOR? WE CONTINUE TO HEAR THAT PARD DOES NOT HAVE THE MONEY TO FOLLOW UP WITH THAT ISSUE, MAYBE ONE LESS AWARD WINNING ACTIVITY DONE BY PARD SUCH AS "THRILLER DANCING" WOULD ALLOW ENOUGH MONEY TO BUY A COMPUTER PROGRAM AND THUS "OWN" THE INFORMATION.**

**MY RECOMMENDATION:**

**I FEEL THERE SHOULD BE EXACT REQUIREMENTS FOR THIS TO BE CARRIED OUT AND WITH A COMPLETION DATE WRITTEN INTO THE CONTRACT.**

**Billye Schulle**  
**3828 Williamsburg Circle**  
**343-7639**  
[billyevs@austin.rr.com](mailto:billyevs@austin.rr.com)

**Armstrong, Enjole**

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**From:** Billye Schulle [Billyevs@austin.rr.com]  
**Sent:** Thursday, July 28, 2011 7:01 PM  
**To:** PARD Cemeteries  
**Subject:** RECOMMENDATION FOR CEMETERY CONTRACT

**7-28-2011**

**A section of the restated agreement with InterCare Corp is as follows: ·**

***“7.1 Place and Condition of Work: The City shall provide the Contractor access and use of the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner.”***

**IN NO WAY SHOULD THE CITY BE RESPONSIBLE FOR PROVIDING SPACE FOR THE ENTIRE COLLECTION OF EQUIPMENT TO BE AT AUSTIN MEMORIAL PARK CEMETERY. THE STATEMENT THAT IT IS NEEDED IN ORDER FOR THE CONTRACTOR TO PERFORM SERVICES IN A TIMELY MANNER IS A JOKE! THE SPACE AT AMP IS "NEEDED" IN ORDER FOR THE CONTRACTORS TO STORE ALL HIS EQUIPMENT AT A FREE SPACE PROVIDED BY AUSTIN MEMORIAL PARK CEMETERY. FOR INSTANCE, THE SPACE USED FOR STORAGE OF UP TO 19 GRAVELINERS IS NOT BEING USED “FOR PERFORMANCE OF THE SERVICE IN A TIMELY AND EFFICIENT MANNER”. IF THE EQUIPMENT IS NEEDED TO BE NEAR, THEN WHY IS IT THAT NO EQUIPMENT IS KEPT AT THE OTHER FOUR CEMETERIES IN AUSTIN? A TRIP TO KYLE CEMETERY WILL SHOW YOU THAT HIS CONTRACT THERE DOES NOT INCLUDE STORAGE OF LARGE EQUIPMENT. COULD THAT BE PART OF THE EQUIPMENT AT AMP?**

**Recommendation:**

**IF THE ARRANGEMENT CONTINUES, THERE MUST BE REQUIREMENTS FOR APPROPRIATE APPEARANCE AS WELL AS LIMITS OF STORAGE AMOUNTS AND IT NEEDS TO BE WRITTEN IN THE CONTRACT SO IT CAN BE ENFORCED! THE PLACE AT AMP LOOKS LIKE A JUNK YARD! ALSO, EQUIPMENT IS BEING LEFT STREWN AROUND THE CEMETERY. THIS HAS BEEN CALLED TO ATTENTION OF THE CONTRACT MANAGER SEVERAL TIMES. IT STILL IS BEING DONE, IT APPEARS THE CONTRACTOR PAYS NO ATTENTION TO THE CONTRACT MANAGER.**

**I WONDER IF ANYONE HAS SURVEYED THE AMOUNT OF SPACE BEING USED FOR EQUIPMENT AND DETERMINED THAT THE SPACE CANNOT BE USED FOR BURIALS AS LONG AS IT IS BEING USED FOR STORAGE. WILL THE CITY OF AUSTIN BE EXPECTED TO BUY LAND IN THE FUTURE FOR BURIALS, WHEN SO MUCH SPACE IS BEING USED FOR CONTRACTOR FREE STORAGE?**

**Billye Schulle  
343-7639  
billyevs@austin.rr.com**

**Armstrong, Enjole**

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**From:** Billye Schulle [Billyevs@austin.rr.com]  
**Sent:** Thursday, July 28, 2011 7:49 PM  
**To:** PARD Cemeteries  
**Subject:** recommendation for intercare corp cemetery contract

7-28-2011

Page 27 of restated agreement:

**e. Bench locations. Contractor will enforce placement of benches as approved by the City and consistent with City's Cemetery Rules and Regulations (Exhibit G).**

**When did the rules change? The rules show no benches: "12. The construction, installation or placing of any wooden, concrete or cast iron bench, chair or table, or any wooden or wire trellis, shall not be permitted on the cemetery grounds". direct quotes from City Cemetery Rules and Regulations, exhibit G.**

**RECOMMENDATION: WORD THE RESTATED AGREEMENT "BENCH LOCATIONS" TO BE CONSISTENT WITH THE RULES AND REGULATIONS EXHIBIT G THAT ARE REFERRED TO IN THE CURRENT STATEMENT ON BENCH LOCATIONS..**

***BILLYE SCHULLE***  
***343-7639***  
***BILLYEVS@AUSTIN.RR.COM***

## Armstrong, Enjole

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**From:** Billye Schulle [Billyevs@austin.rr.com]  
**Sent:** Thursday, July 28, 2011 8:31 PM  
**To:** PARD Cemeteries  
**Subject:** recommendations on cemetery contract re-state

8. City of Austin **Cemetery Rules and Regulations** (WHICH HAVE BEEN PUBLISHED FOR MANY YEARS) BUT HAVE NOT BEEN FOLLOWED BY INTERCARE DURING THE EXISTING CONTRACT. THIS HAS BEEN BROUGHT TO THE ATTENTION OF INTERCARE, BY CITIZENS, FOR THE PAST THREE YEARS, AND ALSO TO THE ATTENTION OF THE PARD "CONTRACT MANAGER". WHY HAVE THE RULES BEEN IGNORED AND WHY DO WE BELIEVE ANY DIFFERENCE IN THE FUTURE?

a. Contractor shall make available copies of the rules and regulations at AMP and Oakwood Cemeteries and

on request at other City cemeteries. **WHY NOT ALSO AT EVERGREEN?**

b. Contractor shall enforce cemetery rules and regulations as directed in writing by the City of Austin.

"WHEN DIRECTED IN WRITING BY THE CITY",

1) ISN'T THAT WHAT THE CONTRACT DOES?

2) OR, DOES THIS MEAN THE RULES ARE TO BE FOLLOWED, ONLY AT

THE

WRITTEN DIRECTION BY THE CITY?

3) WHAT CONSTITUTES WRITTEN DIRECTION?

4) AND, WHO IN THE CITY WILL BE THE RESPONSIBLE PERSON TO DO

THE

WRITTEN INSTRUCTIONS? WHAT IS TO BE IN WRITING?

RECOMMENDATIONS:

8 a should include Evergreen which is still an active cemetery.

8 b should be clarified, see questions above

COMMENTS IN RED BY BILLYE SCHULLE [billyevs@austin.rr.com](mailto:billyevs@austin.rr.com)

**Armstrong, Enjole**

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**From:** Hernandez, Gilbert  
**Sent:** Monday, August 01, 2011 7:51 AM  
**To:** Armstrong, Enjole  
**Subject:** FW: Release of Draft Restated Agreement  
**Importance:** High

Comments from Augusts Harris

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G. Hernandez

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**From:** August W. Harris III [mailto:harris@cfs-texas.com]  
**Sent:** Friday, July 29, 2011 3:28 PM  
**To:** Hernandez, Gilbert  
**Cc:** Mendez, Beverly; Means, Angela; Ovalle, Victor; Quinonez, Gloria; Wright, Cora  
**Subject:** RE: Release of Draft Restated Agreement  
**Importance:** High

I apologize for not having responded sooner though I have been having other conversations on this matter. I have come to the conclusion that the best course of action is to terminate the contract (for breach assessing damages to Intercare), draft a new RFP with public participation and rebid the contract. I would not exclude Intercare from bidding despite the many issues. I would also suggest that it may be possible and perhaps beneficial to have two separate RFP's – one for cemetery operations and one for facility maintenance – if it could be structured properly.

The restated agreement as proposed is frankly a very weak document that lacks specifics sufficient to determine accountability. Absent are consequences. There are instances of the use of the word "timely" but that is not definitive. In those instances, period to cure and penalties should be identified.

The City has asserted that it will conduct routine inspections of cemetery facilities. The dates and results of those inspections should be readily accessible online to the public. If a specific checklist for inspections has not been created, it must be.

II A 1 b, c, and d. provide that a map be maintained along with certain burial details and that information be made available for the public. This should be enhanced to provide for a web based map/tool and online access to legally available data. For work that has not been done to date, there is no corrective language. There also is no timetable.

II A 1 g. i. should be revised to require monthly rather than periodic reports.

II A 1. I (iv) should be added to identify a period of time certain to cure deficiencies identified in the audit and penalties for failure to do so.

II A 2. An additional source of revenue is to identify those available or unused plots at Oakwood/Oakwood Annex etc to determine which if any might be available for nominal repurchase or the determination of abandonment.

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II A 3. c. ii. is too vague and does not encourage vigilance on behalf of the contractor. This is a reactive approach that could be far more costly in the long run than a proactive monument oversight program would be.

II A 4. a. is leaps and bounds ahead of the current agreement. However, to provide a higher degree of transparency, a publically accessible web calendar should be maintained for each cemetery - in part to hold the contractor accountable but also to manage expectations of stakeholders.

II A 4.d. Again, I refer to the web calendar above. It should also show the date a specific project was completed. The failure of this section specifically is that the sentence "always eliminate unsafe conditions" is ill defined and sufficiently vague to perhaps be unenforceable and doesn't identify thresholds.

II A 4. g. i 1) fails to provide for irrigation where systems don't exist or aren't readily accessible and "as necessary" is subject to interpretation. There is no minimum watering requirement explicitly stated. For instance, the City arborist had advised that every two weeks after a significant rainfall event, trees should be watered at the rate of 1 gallon per inch of diameter.

II A 4. g. i 3) stipulates that the first \$50,000 is the contractor's responsibility. I would question the basis of this number. Also, it does not specify an allocation of water between the cemeteries.

II A 4. l should be amended to 7 days and "immediately" should be more clearly defined.

II B 4 should be amended to require a log available for City and public inspection to improve transparency and accountability.

II C. 3 I am concerned that contractor malfeasance or negligence could result in repairs exceeding the \$200 threshold and without proper due diligence could result in the City incurring unnecessary costs. We have also heard testimony that some of the damage may have been caused by Intercare without consequence. If damage is caused by the contractor resulting in repairs being needed, it should be the burden of the contractor regardless of cost.

II D. City owned equipment may not be used for maintenance of any cemeteries other than those owned by the City of Austin.

Again, the current agreement restated or otherwise should be scrapped in favor of a new RFP entirely. In doing so, you may wish to review a report prepared for New Braunfels for its historic cemeteries.

Thanks for continuing to work on this matter.

**August W. Harris III**

Covenant Financial Solutions, LLC

P.O. Box 302317

Austin, Texas 78703

Phone 512.320.8808

Fax 512.320.8684

[www.cfs-texas.com](http://www.cfs-texas.com)

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**From:** Hernandez, Gilbert [mailto:Gilbert.Hernandez@ci.austin.tx.us]  
**Sent:** Thursday, June 16, 2011 4:01 PM  
**To:** Hernandez, Gilbert  
**Cc:** Mendez, Beverly; Means, Angela; Ovalle, Victor; Quinonez, Gloria; Wright, Cora  
**Subject:** Release of Draft Restated Agreement

Dear Cemetery Advocate.

This morning, we updated the City's cemetery website to include a link to latest full draft of the restated agreement between the City and our contractor, InterCare Corporation. You can access this information by going to <http://www.ci.austin.tx.us/parks/cemeteries.htm>.

We will also be hosting a **Cemetery Stakeholders Meeting June 30, 2011** at the Hancock Recreation center to receive your comments on this agreement. Information on this meeting can also be found on the above link.

Thank you for your interest in Austin's municipal cemeteries. Please contact me if you have any questions or require additional information.

Regards.

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Gilbert Hernandez  
Austin Parks and Recreation  
(512) 974-6742

## Armstrong, Enjole

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**From:** Billye Schulle [Billyevs@austin.rr.com]

**Sent:** Friday, July 29, 2011 4:22 PM

**To:** PARD Cemeteries

**Subject:** comments for the City Cemeteries InterCare Corp contract

**“4. Customer Complaint Process. Contractor will address customer complaints within 24-48 hours providing a recommended solution and timeline. Contractor will treat everyone with respect and dignity”.** THIS STATEMENT IS OFFENSIVE! WHY DO WE HAVE TO WRITE THIS INTO A CONTRACT? JUST TELL ME HOW THIS WILL BE MONITORED? It appears unusual to me that we place such requirements on the contractor's personality, and do not have measurable work requirements.

Billye Schulle  
[billyevs@austin.rr.com](mailto:billyevs@austin.rr.com)

**Armstrong, Enjole**

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**From:** Hernandez, Gilbert  
**Sent:** Monday, August 01, 2011 7:51 AM  
**To:** Armstrong, Enjole  
**Subject:** FW: comments on PARD re-stated cemetery contract draft  
**Attachments:** AHTF comments on PARD's draft restated cemetery contract 07.29.11.pdf; GH Briefing of restated draft agreement for COA cemetery operations 07.26.11.pdf

FYI

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G. Hernandez

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**From:** Zoila Vega-Marchena [mailto:zvega@austin.rr.com]  
**Sent:** Friday, July 29, 2011 5:10 PM  
**To:** PARD Cemeteries; Wright, Cora; Hernandez, Gilbert; Mendez, Beverly; Hensley, Sara  
**Cc:** Moore, Andrew; Rush, Barbara; English, Barksdale; Gerbracht, Heidi; Bojo, Leah; Leff, Lewis; Levinski, Robert; Spelman, William; Riley, Chris; City Council Kathi Tovo; Morrison, Laura  
**Subject:** comments on PARD re-stated cemetery contract draft

Cora, Beverly, Gilbert,

1) Please, find my comments on PARD's restated cemetery contract draft in the attached pdf file ("AHTF comments on PARD's restated cemetery contract draft.pdf").

2) I also have the following comments to **PARD's presentation on the restated cemetery contract, titled "Briefing of restated draft agreement for COA cemetery operations, 07.26.11"** (presentation attached):

Page 3: Public input, we have provided many comments many times, but they aren't being incorporated into the contract because InterCare has to agree to every change to the current executable contract. Consequently, InterCare has only agreed to changes that provide them with additional money, like the city paying for the water cost over \$50K per year for all 5 cemeteries, and the city paying for repairs above \$200.

Page 4: 311 system is not working. We have called reporting the need to water the trees at Oakwood, Oakwood Annex, and Evergreen. No response 4 days later.

Page 6: "Expenses" includes real expenses and InterCare's management fee that increases every year from 3.5% to 8% regardless of performance.

Page 8: The city has received \$209K from InterCare for the past 5 years, but this is revenue from sales of plots at AMP and Evergreen, minus expenses and minus InterCare's management fee. There are funds for PARD to operate and manage the cemeteries from the sales of plots: The funds from sales of plots can be used by PARD to manage and operate the cemetery instead of paying InterCare a management fee that is higher than average (average is 8%, I'm estimating that InterCare gets 15-23% net revenue). Alternatively, the funds from sales of plots could be used by PARD to pay a new contractor to operate and manage the cemeteries, like InterCare but with better quality.

Page 13: Established trees won't be watered under current proposal of InterCare paying the first \$50K, and the

8/2/2011

city paying the rest under approval. This agreement encourages InterCare to not spend water because it comes from their profit. In addition, when water expense goes over \$50K, it will take time for city to approve additional water, and permit may be denied, all while the trees don't get watered. Finally, \$50K is too low to water all trees deeply and every 2-3 weeks, and grass frequently at all 4 cemeteries.

Page 14: PARD and InterCare watering conservation plan is to plant drought resistant turf. However, established drought resistant native trees are dying in the cemeteries due to a complete lack of watering. There is no need to let these heritage trees die under the excuse of not being able to water under city's water conservation guidelines. The trees can be watered and yet follow conservation watering guidelines. But, there is no plan addressing trees watering.

Page 15: **Tree maintenance: The re-stated contract needs to have the following statements under the tree pruning section:**

- **All pruning cuts shall be done per ANSI and ISA standards.**
- **Contractor shall abide by current COA's Oak Wilt policy.**
- **A certified arborist shall write the pruning plan and be present during part of the pruning.**
- **Public Tree Work Permits shall be obtained from PARD Forestry prior to working on public trees.**

**PARD's Forestry manager doesn't feel comfortable with issuing a site permit for public tree care (pruning) to InterCare. He recommends that tree pruning be given to Forestry, or sub-contracted to a certified arborist. A certified arborist needs to take care of the trees at all public cemeteries.**

I have asked several times in person and via email that the following items be included but they haven't yet. Gilbert Hernandez, contract administrator told me that he was talking to Walter Passmore, Forestry Manager, about these, but Walter said conversations about the items below haven't occurred. The only current conversations are about removing dead trees, and longer term care of the cemeteries.

Page 19: There is only one compliance manager who is in charge of over 300 contracts. This is the same as was before. Gilbert Hernandez is part-time and will be leaving in a few months.

Page 19: Contract specialist who monitors cemeteries with checklist: Checklist was not shown to public. Public has requested that results from checklist be posted.

#### **Regarding the issue of watering trees at the cemeteries:**

Established native trees wouldn't require additional watering if it wasn't for the drought of so many years. Austin has been in a drought for the last 4-5 years, and established native trees are being stressed and require additional watering. There is water on site at 4 cemeteries (AMP, Oakwood, Oakwood Annex, and Evergreen). All the trees at these 4 cemeteries need to be watered urgently. The trees at Plummers are doing OK still. Established trees need 1 inch of water every 2-3 weeks, only from June to September or October, depending on the drought. The water needs to be delivered slowly to penetrate the soil deeply, to 3-5 inches, at the outer half of the dripline. These trees are not too far gone, and can react positively with adequate amounts of water, and survive the drought.

The **trees at Oakwood are not receiving sufficient water**, even though they are being watered with some sprinkler heads. Soil moisture and current trees and grass condition indicates that the trees at Oakwood have been watered for about a week or so. InterCare staff states that these trees have been watered regularly since last September. However, current condition of trees and grass doesn't support that statement.

**Trees at Oakwood Annex are not being watered, except for 4 at the main entrance. Trees at Evergreen are not being watered. Trees at AMP are not being watered except when PARD's Inspector visits every 2 weeks.** Private plot owners water their own trees at AMP, and fewer of them at Evergreen.

**Current watering at Oakwood (verified 07.28.11):** The trees at Oakwood are being watered for 2 hrs. with the available sprinkler heads. About 20 pipes per easement rows (x direction) are available to put sprinkler heads.

There are 18 easement rows. InterCare single staff person in charge of watering installs sprinkler heads from 7am when his shifts starts until 8am. Watering starts at about 8am to 10am. Trees are receiving insufficient water. The sprinkler heads have a reach radius of 40 ft. At 40 ft., the soil is moist only to 2 inches but it should be moist from 3-5 inches for the trees to receive the recommended 1 inch of water every 2-3 weeks. **It would be best to water for 4 hrs straight each time**, to assure that the soil is moist to 4 inches at 40 ft. from the sprinkler head. This means that watering has to continue to noon (8am –noon) or that it has to start at 6am (6am-10am). To start at 6am, InterCare staff would have to start his shift at 5am.

It's not the same to split the watering to the same trees from one 4 hr long watering to two 2 hr. long waterings done on different days because the soil will dry up some in between. If this is done, then the second watering may have to be 3-4 hrs. long, depending on how long ago the previous watering occurred.

Some more sprinkler heads are needed to complete the row of 20 pipes. Also, some additional half rotating sprinkler heads are needed to be installed near the fence and not water the street. About 20 trees can't be reached with the sprinkler heads, and hoses and portable sprinklers are needed for those. Supposedly \$60K were used 2 years ago to buy sprinkler heads at Oakwood, but many seem to be missing.

InterCare staff stated that he may have the time to water 4-5 trees per day with hoses and sprinklers, but he may need to go work at Evergreen. **Additional InterCare staff is needed at each cemetery to support tree watering.**

InterCare watering staff stated that he can water Oakwood in 1.5 weeks, but this seems highly unlikely because he was watering from only 1 easement row, and there are 18 rows. He works only Monday to Friday. To do the entire cemetery in 8 business days, he would have to water from 2.25 rows, which would be 45 sprinkler heads. I doubt that there is enough pressure on site to water from that many sprinkler heads. At one row per business day, the entire cemetery could be watered in 3.5 weeks. Again, each watering needs to be 4 hrs. or longer to get adequate soil moisture for the trees.

**Automated irrigation system:** To automate the irrigation system, the heads of the spigots would have to be changed. This was done in a couple of sections at AMP for \$30-40K. The contract administrator's concern is that the systems at all 4 cemeteries is old and that it may need to be re-done, pipes would need to be unburied and replaced with new ones, for the system to operate automatically. So then, the estimation for redoing the irrigation system increases to about \$350K for 3 cemeteries and becomes an item for which there is no current funding. Therefore, there is no action for the immediate need of watering the trees at Oakwood Annex, Evergreen and AMP.

In the mean time, these trees could survive if hoses and sprinklers were to be connected to the existing system, and the trees were given 3 hrs of water the first time, and 2 hrs of water every 2-3 weeks after that, only until the end of September (excluding rains at least 1 inch of water). InterCare should have the staff to do this at the 4 cemeteries since watering is part of managing and operating a cemetery full of trees. The cost for the 500 gallons of water that each heritage tree requires is \$1.75 at wholesale rates. These trees can be watered within City's conservation watering guidelines if the watering starts before dawn. Forestry's water trucks are at capacity and can't help.

Each of these heritage trees that dies contributes \$325 per year in ecosystem benefits to the community, each tree that dies is at least 150 years or older. We shouldn't let these irreplaceable trees die. Newly planted trees will take another 150 years to provide similar benefits, if they survive the 30-50% mortality rate at parks.

Best regards,  
Zoila

Zoila Vega, Ph.D.  
Austin Heritage Tree Foundation

8/2/2011

## Armstrong, Enjole

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**From:** Hernandez, Gilbert  
**Sent:** Monday, August 01, 2011 7:53 AM  
**To:** Armstrong, Enjole  
**Subject:** FW: Draft Restated Cemetery Agreement Comments

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G. Hernandez

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**From:** Jane Maxwell [mailto:jcmaxwell@sbcglobal.net]  
**Sent:** Saturday, July 30, 2011 10:32 AM  
**To:** Armstrong, Enjole  
**Cc:** Means, Angela; Mendez, Beverly; Hernandez, Gilbert; Menjares, Virginia  
**Subject:** RE: Draft Restated Cemetery Agreement Comments

I have been out of the country so could not meet yesterday's deadline, but here are my comments:

I'm really upset about Oakwood, where my grandparents and great-grandmother are buried. It is burned dry and those huge old trees are dying or already dead. Some have ribbons on them to be cut down, but they are leaning so badly that they'd tear up some graves if they fell. Why they are not cut, I don't know. Mom and Dad's at Memorial Park look pretty lush in comparison.

I was appalled Easter a year ago when I took Carlisle and the boys out to my parents' graves and there was a field of Easter arrangements which had been taken off the graves and stuck behind the headquarters building because they were, I guess, against regulations. You'd think they'd at least leave them up until after Easter. And particularly after all the benches, whirly-gigs, etc. that are allowed. Saying it messes up the grass cutting is not an appropriate excuse, since those benches have to be cut around by hand. And some of those 'grieving' benches have been there forever, because they were there before Dad died in 2001 and Mom knew all the details about some of them.

If you need additional information, please contact me.

Jane C. Maxwell, Ph.D.  
Senior Research Scientist  
Addiction Research Institute  
Center for Social and Behavioral Sciences  
The University of Texas at Austin  
1717 West 6th, Suite 335  
Austin, Texas 78703  
512 232-0610  
512 232-0617

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8/2/2011

**From:** Armstrong, Enjole [mailto:Enjole.Armstrong@ci.austin.tx.us]  
**Sent:** Monday, July 25, 2011 10:29 AM  
**To:** Armstrong, Enjole  
**Cc:** Means, Angela; Mendez, Beverly; Hernandez, Gilbert; Menjares, Virginia  
**Subject:** Draft Restated Cemetery Agreement Comments

The Parks and Recreation Department has received a number of comments from our cemetery stakeholders since the draft restated cemetery agreement was released and discussed at the last stakeholders meeting on June 30<sup>th</sup>. PARD greatly appreciates your feedback in our efforts to proceed with a clear and concise restated agreement. If you have yet to submit a comment on the draft restated agreement and would like to respond please do so by Friday, July 29<sup>th</sup>.

For additional information or response to questions, contact Gilbert Hernandez at 512-974-6742 or by email at [Gilbert.Hernandez@ci.austin.tx.us](mailto:Gilbert.Hernandez@ci.austin.tx.us). We also encourage you to email any comments or suggestions that you may have to [cemeteries@ci.austin.tx.us](mailto:cemeteries@ci.austin.tx.us).

We thank you for your continued interest in the City of Austin cemeteries.

*Enjolé Armstrong*  
*City of Austin - Parks and Recreation Department*  
*Financial Services Division*  
*(512) 974-6718*