



Travis County Commissioners Court Agenda Request

Meeting Date: December 17, 2013

Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 /
Marvin Brice, CPPB 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. 4400001725 with City of Austin for Animal Control and Shelter Services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Travis County Health and Human Services and Veteran Services (TCHHSVS) is requesting approval of the Interlocal Agreement with the City of Austin (COA) for the provision of animal control services. This agreement is designed to provide more efficient administration of animal services for county residents. It allows the City and the County to combine resources in providing a collaborative animal control enforcement and shelter services program that serves a regional populace in the identification and vaccination of domestic pets, the maintenance of shelter facilities, and the control of animals at large (both domestic and wild).

The term of this agreement will be effective October 1, 2013 through September 30, 2014; with a not to exceed agreement amount of \$ 1,115,472.

This agreement was previously approved on the September 24, 2013 Court Agenda, Item No. 38 to prevent contract expiration, as the agreement was not ready for presentation due to TCHHSVS working with the County Attorney's office and the COA on finalizing the statement of work and funding. The agreement has been finalized and is being presented to the Court for signature.

ID #9843

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount:

Contract Type:

Contract Period:

➤ **Contract Modification Information: Not Applicable**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: Not Applicable**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: Not Applicable**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

SAP Shopping Cart #: FR#300000987

Funding Account(s): 1580090001

Comments:

ID #9843

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**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608

MEMORANDUM

DATE: October 23, 2013

TO: Cyd V. Grimes, C.P.M., CPPO, Travis County Purchasing Agent

FROM: 
Sherri E. Fleming, County Executive
Health and Human Services and Veterans Service

SUBJECT: Animal Services Public Health Interlocal Agreement

Proposed Motion:

Consider and take appropriate action to approve the Interlocal Agreement between Travis County and the City of Austin for the provision of animal services.

Summary and Staff Recommendation:

This interlocal between Travis County and the City of Austin is designed to provide more efficient administration of animal services for county residents and to allow the City and the County to combine resources and capabilities in providing a collaborative animal control enforcement and shelter services program that serves a regional populace in the identification and vaccination of domestic pets, the maintenance of shelter facilities, and the control of animals at large (both domestic and wild).

Budgetary and Fiscal Impact:

The FY14 amount for this agreement totals \$ 1,115,472.00 for the period October 1, 2013 to September 30, 2014.

Contract Term: October 1, 2013 – September 30, 2014
Cost Center#1580090001

Background:

Travis County has contracted with the City of Austin for the provision of Public Health Services for many years. The current Interlocal agreement was reviewed by City and County staff to improve the efficiency and benefits for both parties. The portion to fund the animal services was removed from the Public Health Interlocal and is now presented as a separate interlocal agreement between the city and county.

Cc: Nicki Riley, CPA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office
Ana Almaguel, Planning Project Manager
Kathleen Hass, Finance Manager
Caula McMarion, Accountant

SOCIAL SERVICES INTERLOCAL AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

CITY OF AUSTIN

FOR

ANIMAL SERVICES

CONTRACT NO. 4500001725



TRAVIS COUNTY PURCHASING OFFICE

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INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY
FOR ANIMAL SERVICES

PARTIES

This Interlocal Agreement ("Agreement") is entered into by the following parties: City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County").

RECITALS

City and County have historically operated to collaboratively provide animal control services throughout Travis County and the City of Austin.

The City of Austin Animal Services Office has the authority to perform all animal regulation functions that the City of Austin can perform under Texas law.

Travis County Health, through its Human Services and Veterans' Services has the authority to perform all animal regulation functions that County can perform under Texas Health and Safety Code, Chapter 822, "Regulation of Animals," Texas Health and Safety Code, Chapter 826, "Rabies," and other applicable statutes, laws, rules and regulations.

County has the authority to provide certain animal services through Texas Health and Safety Code, Chapters: 821 (Treatment and Disposition of Animals); 822 (Regulation of Animals); 823 (Animal Shelters); 825 (Predatory Animal and Pests); 826 (Rabies Control); 828 (Dog and Cat Sterilization); and Penal Code, Title 99, Ch. 42 (cruelty to animals, attack on assistance animals).

County wishes to purchase from City certain animal regulation services for the specified areas of the County outside of City's corporate jurisdiction.

City and County are authorized to enter into an Interlocal Cooperation Agreement for these services through Texas Constitution, Article 3, Sec. 64, and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

Pursuant to the terms of this Agreement, City and County will provide services for the care of qualified recipients and for public health education and information, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants and payments, the sufficiency of which are acknowledged, City and County agree to the terms and conditions stated in this Agreement as follows:

DEFINITIONS

1.0 TERMS DEFINED. In this Agreement, the following terms will have these meanings:

1.1 "Agreement Funds" means all funds paid by County to City pursuant to the applicable terms of this Agreement.

1.2 "Agreement Term" means the Initial Term beginning October 1, 2013, and continuing through September 30, 2014, and/or any subsequent renewal term(s) or other time period agreed to in writing by the Parties pursuant to the terms of this Agreement.

1.3 "City Council" means the City Council of the City of Austin, Texas.

1.4 "Commissioners Court" means the Commissioners Court of Travis County, Texas.

1.5 "County Auditor" means the Travis County Auditor, or their successor.

1.6 "County Purchasing Agent" means the Travis County Purchasing Agent, or their successor.

1.7 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.

1.8 "Officer" means the Chief Animal Services Officer, or their successor.

1.9 "County Executive" means the County Executive, TCHHSVS, or their successor.

1.10 "Fiscal Year" means that twelve-month time period between any October 1 and the next following September 30.

1.11 "ASO" or "City Department" means the City of Austin Animal Services Office.

1.12 "Parties" and/or Party" means the County and/or City.

1.13 "Subcontract" means any agreement between City and another party to fulfill, either directly or indirectly, any of the requirements of this Agreement, in whole or in part.

1.14 "TCHHSVS" or "County Department" means Travis County Health, Human Services & Veterans Services.

GENERAL TERMS.

2.0 **PURPOSE AND SCOPE.** The purpose of this Agreement is to set forth the terms and conditions under which City shall provide, and County shall pay for, animal regulation services in the areas of County that are located outside the jurisdiction of the City.

3.0 **AGREEMENT TERM.**

3.1 **Initial Term.** The term of this Agreement begins on October 1, 2013, and shall continue through September 30, 2014, unless terminated earlier in accordance with the terms of this Agreement.

3.2 **Renewal Term.** Unless sooner terminated pursuant to the terms of this Agreement, and upon approval of funding by the Commissioners Court and City Council during their respective budget process relating to any Renewal Term, this Agreement shall renew, only as evidenced by written approval of the Parties, on October 1, 2014, for a term of one year, and each successive October 1 for up to an additional four years, as evidenced each year by written approval of the Parties prior to each renewal, or for any time period agreed to in writing by County and City. The exercise of any option to renew shall continue in full force and effect the terms and conditions of the Agreement except for such changes as are set out in a written renewal or amendment.

4.0 AMENDMENT

4.1 Written Amendment. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement shall be in writing and signed by the Parties.

4.2 Acknowledgements as to Amendments. It is acknowledged by the Parties that no officer, agent, employee or representative of either party has any authority to change the terms of this Agreement unless expressly granted that authority by the Party's governing body under a specific provision of this Agreement or by separate action of that governmental entity.

4.3 Submission - Amendments. All requests for all changes, alterations, additions or deletions of the terms of this Agreement or any attachment to it shall be submitted to the County Executive, the Officer and the County Purchasing Agent, or their designees. Upon agreement by the City Department and County Department, the request will be presented by the County Purchasing Agent to the Commissioners Court and by the Officer to the City Council or appropriate City authority for consideration.

4.4 Budget Submissions for Renewal Terms.

4.4.1 Initial Budget Submission. The Parties agree to exchange by April 1 of each year the information necessary to prepare and compile the forthcoming Fiscal Year's budget so that annual costs and expenses associated with the performance of this Agreement may be appropriately considered and budgeted. The "information necessary" will include updated cost model information reflecting updated population numbers; any cost drivers and other forecasting data being utilized by City; that information specified in this Agreement, including that information required in the quarterly and year-end report as set forth in Attachment D; all available projections for the next following fiscal year; and such other information as mutually agreed to by the Parties.

4.4.2 Supplemental Budget Submission(s). The Parties agree that the information exchanged under Section 4.3.1 above will be preliminary information and subject to updating and changes made as a result of the budget process of each Party. The Parties agree to communicate additional information between April and September of each year as that additional information becomes available. Final and complete numbers may not be available until, at the latest, September of each year, and will be exchanged at the earliest time possible as they become available.

5.0 ENTIRE AGREEMENT.

5.1 Inclusive Agreement. All oral and written agreements between the Parties to this Agreement relating to animal services that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement. The Parties agree that the Interlocal Agreement for Animal Services which became effective October 1, 2012, for a one-year term continuing through September 30, 2013, is hereby terminated as of the effective date of this Agreement, and replaced in full by this Agreement.

5.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by the Parties in accordance with the terms of this Agreement.

5.2.1 Attachment A, Work Statement, Animal Services

- 5.2.2 Attachment B, Cost Model
- 5.2.3 Attachment C, Financial Reports/Form
- 5.2.4 Attachment D, Performance Reports/Form
- 5.2.6 Attachment E, Invoice Form
- 5.2.7 Attachment F, Inventory of County Property

5.3 Agreement Communications. City and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Agreement shall initially be presented by and through the County Executive for the County and the Officer for the City.

6.0 PERFORMANCE.

6.1 Services and Activities.

6.1.1 Program Services. The Parties shall perform the services and activities stated in the attached Work Statements, either directly or indirectly through Subcontracts, in accordance with the terms and conditions stated in this Agreement. The provision of services by the City under this Agreement does not include services required due to extraordinary or catastrophic events or disasters or that may be required due to changes in state or federal laws or regulations unless specifically provided for herein.

6.1.2 Extraordinary Events. In the event of any extraordinary or catastrophic event or any disaster (Extraordinary Event), City shall not be responsible for providing any services or activities related to the Extraordinary Event, and County shall not be responsible for paying for any services or activities related to the Extraordinary Event, without the approval of City Council and the Commissioners Court for additional compensation as evidenced by written amendment to this Agreement. City and County will make a good faith effort to coordinate and work together to meet the needs of the community related to such Extraordinary Event. To clarify and illustrate, but not limit, examples of the types of events and responses that may be considered an Extraordinary Event include accommodating and assisting hurricane evacuees from other jurisdictions, and addressing needs resulting from such things as severe weather events, epidemics and acts of terrorism.

6.2 Supplies and Equipment.

6.2.1 Jointly Provided. County shall retain title to that equipment listed in Attachment F, "Inventory of County Property." City shall make such County Property available to County annually for inventory purposes and provide assistance pursuant to Section 6.4. City shall provide all other necessary supplies and equipment and shall provide for the maintenance of such supplies and equipment (including that property owned by County).

6.2.2 Replacement.

(a) Capital Acquisition Property. For purposes of this Agreement, "Capital Acquisition Property ("Property") shall be considered to be any tangible, non-expendable property with a value of more than five thousand dollars (\$5,000.00). Only property within this definition will be considered for reimbursement by County under this Agreement.

(b) Cost to the City of Property required because of replacement or because of expanded services shall be:

(i) approved by City and County in the budget process related to the year in which the equipment will be purchased; and

(ii) charged to County in the year that the equipment was purchased. The County's responsibility for cost of equipment will be based on the percentage of the residents living in the unincorporated areas of Austin/Travis County.

(c) such purchases shall be made subject to the mutual agreement of the Parties as to the need, purchase price, and proportionate share of County.

(d) The County shall determine and be responsible for the disposition of County equipment that has been replaced. The City shall determine and be responsible for the disposition of City equipment that has been replaced.

(e) In the event of termination of this Agreement by either Party prior to the completion of the useful life of the asset, the Parties will mutually agree to settlement of costs related to such asset.

6.3 Fees.

6.3.1 Fees. City shall charge only those fees authorized by the County to be charged for the services to be provided by City under this Agreement in accordance with County policies and applicable law. No change in those fees or additional fees will be collected by City without prior approval of the Commissioners Court. The City shall have no duty to collect unpaid fees. In the event the City undertakes collection efforts pursuant to written authority by County, the City's costs shall be separately billed and paid according to the written authorization by County.

6.3.2 Payment to County. City shall deposit fees as they are collected to a designated County account. Fee deposit forms and/or receipts will include the following information:

(a) Receipts: Payor information (Name -individual or company; phone number (if provided by payor); payment method; amount received; amount applied; department (ASO); other receipt details if available.

(b) Fee Deposits: Amount, purpose of fee or program for which fee collected; permit receipt number; payor check number; amount - check or cash; other, where available; copy of deposit slips; copy of check.

City shall make available (for inspection or copying) itemized deposit records as they are maintained by City.

6.3.3 Supporting Documentation for Collections. City shall make available to County, for viewing and copying, copies of the supporting documentation for any billing or collection (subject to Section 6.3.1) to be undertaken by the County or on its behalf.

6.3.4 Changes in County Fees. City understands and agrees that any changes in County fees charged under this Agreement must be processed according to County policies and procedures and applicable laws, including public hearings and Commissioner Court approval. No change in any County fee will be made without written notice from County of the completion of such process and the identification of the changes in fees.

6.4 County Property.

6.4.1 Annual Inventory. City shall provide an annual written inventory regarding all property received from the County Purchasing Agent with a copy to the County Executive pursuant to Section 6.2, and certifying the continued use of such property. Such inventory shall be reviewed by County and subject to County acceptance and approval.

6.4.2 Discontinued Use. Should County property or equipment (as listed in Attachment F) be deemed to no longer be of service or serviceable, City shall return such property to the County or request written disposition instructions. Property returned to the County shall be returned subject to ordinary wear and tear. When use of County property (as listed in Attachment F) is discontinued, City will obtain an appropriate replacement (which will be City property) pursuant to Section 6.2.2, and cost to County for such property will be as calculated under Section 6.2.2(b).

6.4.3 Responsibility. City shall take reasonable measures to protect County property provided under this Agreement.

6.4.4 Loss or Damage. City shall furnish County with a written, factual report of the theft, loss of, or damage to any County property by providing written notice to the County Executive with a copy to:

Travis County Risk Management
P. O. Box 1748
Austin, Texas 78767

Fixed Asset Manager
Travis County Purchasing Office
P. O. Box 1748
Austin, Texas 78767

In the event of any theft, vandalism, loss or other offense against the property, City shall notify the appropriate local law enforcement authorities and County immediately following such incident. The City shall repair or replace any County property lost or damaged due to the City's fault. Determination as to whether to repair or replace shall be the decision of City, with consultation with and agreement of County. County shall notify City in writing of such agreement (or disagreement) with the City's proposal within thirty (30) days of receiving written notification; if County does not notify City of County's decision within that thirty (30) day period, County will be presumed to have consented to City's recommendation. Any deficiency or delay in performing services under this Agreement due to a delay in repairing or obtaining replacement equipment shall not be deemed a default of this Agreement.

6.5 Insurance. City and County acknowledge and agree that each Party is self-insured and will maintain such coverage at a level sufficient to cover the needs of City and County, respectively, pursuant to applicable generally accepted business standards. Each Party shall require all subcontractors providing services under this Agreement to have insurance coverage sufficient to cover the needs of the Parties and/or subcontractor pursuant to applicable generally accepted business standards, and to indemnify City and County for any and all claims arising from and relating to their performance under the respective subcontracts.

6.6 Liabilities and Claims.

6.6.1 Liability. City shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. County shall not be liable for any claims, damages or attorney's fees arising from any negligence or

unlawful acts of the City or its employees in relation to this Agreement. City and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

6.6.2 Claims Notification. If City or County receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against City or County in relation to this Agreement, City or County shall give written notice to the other Party of the claim or other action within three (3) working days after being notified of it or the threat of it. The notice shall include: the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 19.0 of this Agreement. Except as otherwise directed, City or County shall furnish to the other Party copies of all pertinent papers received by the notifying Party with respect to these claims or actions.

6.7 Acknowledgements, Warrants, and Assurances.

6.7.1 Eligible Client Warranty. The Parties agree that, where services provided under this Agreement are based upon specific eligibility requirements, County will provide the City with such requirements as a part of Attachment A, Work Statement.

6.7.2 Accurate Information. City warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of City, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by City, its employees, agents, or associates.

6.7.3 No Duplication. City acknowledges and agrees that City will not accept payments from other sources for the same services paid for by County for the provision of services hereunder.

6.8 Forms - W-9 Taxpayer Identification Form. City shall provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor, and with immediate notice of any changes to said forms. City understands that this W-9 form must be provided to the County Purchasing Agent before any Agreement Funds are payable.

6.9 Materials and Publications. City and County, as appropriate, must comply with the applicable standard patent rights clauses in 37 Code of Federal Regulations, Section 401.13 or Federal Acquisition Regulations, Section 52.227.1. All reports, charts, schedules, or other materials submitted by either Party under the terms of this Agreement, and all work performed under this Agreement shall be the property of the creating Party. Either Party may publish the results of this Agreement performance at their

own expense with notice to the other Party. Any publication or other use shall include acknowledgement of any support received from the other Party and the appropriate reference to any copyright. Subject to rights of third parties and compliance with confidentiality or privacy laws, each Party hereby grants the other Party an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise and make disposition of, prepare derivative works from, distribute to the public, to perform and display publicly, for or on behalf of that Party according to law, any material (including software) that may be developed as part of the work under this Agreement, provided that it is an original work of authorship under the U. S. Copyright Act. Each Party shall provide the other Party with a courtesy copy of any publication made using the charts, schedules, seal, logo or other materials of the other Party prior to publication or distribution. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767 (year of publication), All Rights Reserved." If City owns the copyright, any publication should include "© City of Austin Animal Services, P. O. Box 1088, Austin, Texas, 78767 (year of publication), All Rights Reserved."

6.10 Qualifications. If specific qualifications are set forth in the job descriptions required by either Party, each Party agrees that only personnel with the required qualifications will be assigned to the job.

7.0 COMPLIANCE.

7.1 Federal, State and Local Laws. City shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., Section 794); and the Americans With Disabilities Act of 1990, Public Law 101-336 (S.933) ("ADA"); Chapter 73, Texas Administrative Code, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA). City shall not discriminate against any employee or applicant for employment based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Agreement services and activities, City will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S. Department of Health and Human Services and the Texas Department of State Health Services.

7.2 Confidentiality.

7.2.1 **Method.** Each Party shall secure the confidentiality of records and other information relating to clients served in accordance with the applicable Federal, state and local laws, rules and regulations and applicable professional ethical standards. This provision shall not be construed as limiting the right of access to otherwise disclosable client information.

7.2.2 **Limited Access.** Prior to a scheduled monitoring or audit, each Party agrees to submit to the other Party in writing any relevant requirement precluding that Party's access to information including the correct citation of the legal authority on which the limiting Party relies to support its claim that the other Party is prohibited from access to the client information.

7.2.3 **Masking.** Upon authorization from either Party to render client files anonymous, the other Party agrees to mask information identifying clients in a way that will not obstruct the authorizing Party's monitoring and evaluative duties in any way.

7.2.4 Privacy. Each Party shall comply with state and federal laws relating to the privacy and confidentiality of records that contain information made confidential by law.

7.3 County Rules/Policies.

7.3.1 Applicable County Rules/Policies. In provision of services related to local rules and regulations, City shall administer and enforce County rules and policies within the unincorporated areas of the County (and the ETJ, where applicable). County agrees that said rules and policies will be written in compliance with all applicable federal, state and local laws, rules and regulations. County has provided City with current copies of all relevant rules/policies, and will provide City with copies of any amendments to those rules/policies. City may notify County of any issues with said policies by giving written notice including a description of that issue and recommended resolution. Such notice shall go to the County Executive with a copy to the County Attorney. County shall notify City in writing of such agreement (or disagreement) with the City's proposal for resolution at the earliest possible date, but no more than thirty (30) days of receiving written notification; if County does not notify City of County's decision or need for further review within that thirty (30) day period, County will be presumed to have consented to City's recommendation. If requested by County, City will work with County in the event that resolution of the issue requires an amendment to the County policy or this Agreement in order to allow sufficient time for consideration by the Commissioners Court.

7.3.2 Imminent Threat. If the City believes an imminent threat to public health or safety exists and a County policy or rule does not authorize prompt action, notice shall be provided to the County Judge, County Executive and County Attorney by confirmed facsimile, electronic mail or personal delivery, and the County Executive or her designee shall immediately respond to City and provide direction. The parties agree that City staff shall not be required to enforce a policy or rule that does not comply with applicable laws or regulations, and failure to enforce a policy or rule in such circumstance shall not be deemed a default under this Agreement.

8.0 RETENTION AND ACCESSIBILITY OF RECORDS.

8.1 Retention and Maintenance of Records. City shall create and maintain all records and reports required and/or created relevant to performance under this Agreement, including but not limited to those specifically set out in this Section (and all other applicable provisions of this Agreement), including all fiscal records, documentation about operations and documentation for all expenditures pertaining to this Agreement, and all operational and statistical reports related to performance in a readily available state, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County. Such creation, maintenance and retention of records by City shall be in accordance with the schedule and requirements of City established pursuant to Local Government Records Act, Texas Local Government Code, Chapters 201 – 205, and the City of Austin Code, Chapter 2-11, and other applicable laws and regulations. City will provide County with a copy of such schedule annually.

8.2 Access. Subject to all applicable laws, City shall give County, and County shall give City, or any of their respective duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, things or property belonging to or in use by City or County, respectively, pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by City and/or County, and for any additional time period that the records are retained by City and/or County. If there is any incident in which claims are made against the County or any County employee, or City or any City employee, as a result of the activities performed under this Agreement, the Party against whom the claim is made shall

give the duly authorized representative(s) of the other Party full and reasonable access to and the right to examine documentation related to this matter at reasonable times and for reasonable periods. These rights to access shall continue until all claims are resolved and according to the requirements of Local Government Records Act, Texas Local Government Code, Chapters 201-205, and the City of Austin Code, Chapter 2-11, and other applicable laws and regulations.

9.0 REPORTING REQUIREMENTS

9.1 Quarterly Performance/Financial Reports. City shall submit quarterly performance and financial data to the County as set forth in Attachments C and D within thirty (30) days after the end of the Agreement Term.

9.2 Annual Performance Close-Out Report. City shall deliver a performance close-out report as set forth in Attachment D. This Close-out report shall be submitted to County with the last quarter performance report.

9.3 Corrections. City agrees to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the City to ensure that such reports and services provide accurate information. City shall make the required corrections or revisions without additional cost to County.

9.4 Legal Prohibition. If City is legally prohibited from providing any required or requested report, it shall immediately notify County, through County Department, in writing of this fact. Such notice shall include specific identification of the basis of the prohibition, including statutory citations as applicable, and shall be reviewed by County for final resolution.

9.5 Additional Reports. County may make, and City will respond to, reasonable requests of City to produce additional reports based on available information. The Parties shall mutually agree to the timing, content and format of such reports.

9.6 Changes. City shall promptly provide County with written reports of any changes in any of the information, reports and/or records provided to County pursuant to this Agreement.

9.7. Annual Update to Commissioners Court. As part of the year-end report, upon request by County, City will create a report covering service provision and program performance to be presented to the Commissioners Court. Scheduling will be coordinated with County Department, with provision for confidential matters update to be presented in Executive session as permitted under the Texas Open Meetings Act, Texas Government Code, Chapter 551, and other applicable laws.

10.0 NON-WAIVER

10.1 County Approval.

10.1.1 County's Satisfaction. The Parties expressly acknowledge and agree that County shall not be responsible for the cost of any services provided under this Agreement that are not substantially performed according to the terms of this Agreement.

10.1.2 Responsibility and Liability. Approval of County of any service, report or other performance by City under this Agreement shall not constitute nor be deemed a release of the responsibility and liability of City, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to

be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by City, its employees, agents, or associates.

11.0 PRIOR DEBTS. County shall not be liable for: costs incurred or performances rendered by City under this Agreement before or after the Agreement Term, although the Parties agree that this Agreement shall not affect County's obligation to pay City for services provided prior to the effective date of this Agreement under the terms of the previous agreement between City and County; expenses not billed to County within the applicable time frames set forth in this Agreement; or any payment for services or activities not provided pursuant to the terms of this Agreement.

12.0 LIMITATIONS.

12.1 Current Revenue Funds. County shall make payments for services under this Agreement from current revenue funds available to County and set aside for this purpose. County is paying for the performance of governmental functions and services from current revenues available to County. The payment is in an amount that fairly compensates City for the services or functions performed under this Agreement.

12.2 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of City or County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decision to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Party.

12.3 Training. The Parties agree, to the extent possible, to extend opportunities for training to each other's personnel on matters relevant to each department's functions of a space available basis.

FINANCIAL PROVISIONS

13.0 AGREEMENT FUNDS.

13.1 Limitations.

13.1.1 Term Agreement Funds Amount. In consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement, and subject to other applicable provisions of this Agreement, County shall pay the City the following amount during the Term:

Not to Exceed Amount: \$ 1,115,472

City expressly acknowledges and agrees that the sum stated in this Section 13.1.1 is the not-to-exceed amount to be paid by County to City during the Initial Term unless an increase in the County budget for this Agreement is approved by Commissioners Court and this Agreement is appropriately amended. The amount is a not-to-exceed fixed cost provided by Animal Services in April of each year and modified through September with the approved City budget amount. The Parties agree that the amount provided in April of each year will be preliminary information and subject to updating and changes made as a result of the budget process of each Party. The Parties

agree to communicate additional information between April and September of each year as that additional information becomes available. Final and complete numbers may not be available until at the latest, September of each year, and will be exchanged at the earliest time possible as the become available.

13.1.2 Fiscal Year Limitation.

(a) City expressly acknowledges and agrees that County funding obligations can **ONLY** be incurred for the portion of the Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year unless services are requested (and approved in writing by Amendment to this Agreement) outside of the scope of the Agreement.

(b) In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County shall be subject to the Fiscal Year limitations applicable to this Agreement under Section 13.0. In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate the City to provide services outside of the scope of this Agreement.

(c) City understands and agrees that funds that apply to any subsequent Fiscal Year are contingent upon approval of such funding for this Agreement by the Commissioners Court in the budget process related to that Fiscal Year. This Section 13.1.2 shall apply to any future Agreement Term(s) within the Fiscal Year dates applicable to that Agreement Term.

13.2 Payments to City.

13.2.1 Quarterly Payment Dates. City shall invoice County on a quarterly basis an amount which will reflect actual expenses incurred up to that period on or before the following dates of each Agreement Term:

- (a) January 31 (covering October 1 – December 31)
- (b) April 30 (covering January 1 – March 31)
- (c) July 31 (covering April 1 - June 30)
- (d) October 30 (covering July 1 – September 30)

County shall pay City the amount invoiced within 30 days of receipt of a complete and correct invoice.

13.2.2 Quarterly Invoice. On or before the last day of the months as set forth in Section 13.2.1(a)-(d) above for payment, City shall provide County with quarterly invoices utilizing the form attached to this Agreement as Attachment E showing the invoiced quarterly amount and other information as set forth in the invoice form.

13.3 Cost Model.

13.3.1 Cost Model.

(a) General. City and County agree that the determination of costs for Animal Services will be calculated based upon a straight cost methodology described in Subsection (c).

b) Application. The Parties agree that the Travis County population percentage calculation and the cost allocation methodology set forth in this Section 13.3.1 applies to the Term of this Agreement.

(c) Animal Services. The annual price for Animal Services shall be allocated as follows:

- (1) Using a 3-year rolling average,
 - a. Animal Control services shall be based on the percent (%) of activities attributed to County; and
 - b. Shelter Services, including Adoption and Rescue, shall be based on the percent (%) of animals accepted at the Shelter attributed to County.
- (2) Spay/neuter sterilization services at County sites shall be as set forth in Section III.B.8.c of Attachment A to this Agreement.
- (3) City will credit \$10,000 per term year for coyote abatement services provided by the County's Predator Control Program. This credit will be shown as a separate line item in the Cost Model and will be netted from the total cost charged to the County.

13.3.2 The cost model does NOT include, either directly or indirectly, and County will not pay for, any of the following:

- (a) Other Post Employment Benefits (OPEB) for City employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits;
- (b) employee recognition, rewards or awards other than performance pay documented pursuant to Council adopted compensation schedules;
- (c) entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the cost model WILL allow for payment for meal and beverage expenses for employees incurred during out-of-town trips or conferences related to services provided under this Agreement and incurred according to the City travel policy (a current copy of which has been provided to County; copies of amendments will be provided to County whenever changes are made).
- (d) legislative consultant services;
- (e) donations to non-profit or private organizations;
- (f) legal services (the Parties agree that the City has no obligation to provide legal services to County under this Agreement);
- (g) consulting services. This subsection (g) notwithstanding, the cost model WILL allow for payment for consulting services related to services provided within the scope of this Agreement.

14.0 TERMINATION.

14.1 **Breach or Default - Option to Cure.** Termination for breach or default shall be as follows:

14.1.1 Actions of Breach/Default. Actions of breach or default of a material term of this Agreement shall include, but not be limited to the following where such action substantially impairs the value of the Agreement as a whole to the non-breaching/defaulting Party:

(a) for City: failure to provide or make available the services to be provided under this Agreement; failure to timely submit required reports, records, or notification; failure to make corrections as required by this Agreement, and/or actions by City that would reasonably cause the Commissioners Court to believe that City is not using Agreement Funds in compliance with the terms of this Agreement, thereby necessitating a financial review or performance evaluation;

(b) for County: failure to timely submit any report, record or notification and failure to make timely payment.

14.1.2 Notice of Breach/Default. If either Party shall breach or be in default as set forth in Section 14.1.1, the other Party may provide written notice pursuant to the section entitled, "Notices," to the breaching or defaulting Party, specifying the breach or default and requested correction.

14.1.3 Cure. Upon receipt of notice of breach/default under this Section 14.0, the Party receiving such notice shall have forty-five (45) calendar days in which to cure the alleged breach/default. If more than forty-five (45) days are required to cure such default or breach, a reasonable extension of such time may be established, provided both Parties agree in writing as to the time period to be substituted.

14.1.4 Failure to Cure. If the breaching/defaulting Party fails to cure the alleged breach/default within the time period under Section 14.1.3, the non-breaching Party may then, with written notice:

(a) re-negotiate an extension of time for cure;

(b) agree to continue performance under the terms of the Agreement; or

(c) provide notice of termination pursuant to Section 14.3.2.

14.1.5 Liability for Repayment. City shall be liable to County for money paid and/or advanced to City by County under this Agreement upon a failure by City to provide or make available the services to be provided under this Agreement and a failure to cure under Section 14.1. Return of funds under this Section 14.1.5 shall be made by City to County within thirty (30) days of request by County.

14.2 Other Reasons for Termination. A Party may terminate this Agreement if:

14.2.1 it is unable to conform to changes required by federal or state laws or regulations;

14.2.2 during the budget planning and adoption process, the governing body fails to provide funding for this Agreement for the Fiscal Year following the beginning of that Agreement period.

14.2.3 such termination is provided for under any provision of this Agreement.

Notice of termination under this Section 14.2 shall be given in writing as soon as the Party terminating becomes aware of the event warranting termination under this Section 14.2.

14.3 Notice of Termination.

14.3.1 Notice - Termination for Convenience. Either Party may terminate this Agreement, in whole or in part, without cause, if the Party wanting to terminate the Agreement notifies the other Party in compliance with the Notice provisions of this Agreement of the decision to terminate this Agreement, the effective date of termination, which must be at least six (6) months (or any time period agreed to in writing by the Parties) after that notice, and, in the case of partial termination, the portion of the Agreement to be terminated.

14.3.2 For termination under Sections 14.1 or any applicable provision of this Agreement, the terminating Party shall notify the other Party in compliance with the Notice provisions of this Agreement of the decision to terminate this Agreement, the effective date of termination, which must be at least ninety (90) days (or any other time period agreed to in writing by the Parties) after that notice, and, in the case of partial termination, the portion of the Agreement to be terminated.

14.4 Limitation on Termination. Nothing in the above Sections 14.1 and 14.2 prevents or prohibits either Party from taking any other action provided for under the terms of this Agreement or allowed by law.

14.5 Mutual Termination. Any Party has the right to terminate this Agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination, the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Agreement to be terminated.

14.6 Results of Termination.

14.6.1 Post-Termination Costs. County shall not be liable to City or to City's Subcontractors, for costs incurred after the effective date of termination of this Agreement. County shall not under any circumstances be liable to City's Subcontractors for any payments under this Agreement.

14.6.2 Continued Liability. Notwithstanding any exercise by a Party of its right of termination under the provisions of this Agreement, a breaching Party shall not be relieved of any liability to the other Party for damages caused by virtue of any breach of this Agreement.

14.6.3 Transition. Where applicable, at the end of the Agreement Term or following any other Agreement termination, each Party shall, in good faith and in reasonable cooperation with the other Party, aid in transition to any new arrangement or provider of services which have been provided under this Agreement.

15.0 AUDIT.

15.1 County/City Audit. County reserves the right to conduct an annual performance/ financial audit of City's performance of this Agreement. City agrees to permit County, or its authorized representatives, to audit and copy at its expense City's records that relate to this Agreement and to obtain any documents, materials, or information relating to this Agreement which are necessary to facilitate such

audit. City reserves the right to conduct an annual performance/financial audit of the County's performance of this Agreement. County agrees to permit City or its authorized representatives, to audit and copy at its expense County's records that relate to this Agreement and to obtain any documents, materials or information relating to this Agreement which are necessary to facilitate such audit.

15.2 Facilitation. City shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 15.0 that County may reasonably require of City. County shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 15.0 that City may reasonably require of County.

15.3 County/City Monitoring.

15.3.1 Review of Records. City shall give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, things or property belonging to or in use by City pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by City and for any additional time period that the records are retained by City.

15.3.2 Adjustment in Records. City and County agree to work together to develop and agree to reporting requirements, including the creation, maintenance and submission requirements that will allow County to more precisely evaluate the actual benefits of services and activities provided under this Agreement.

16.0 MISCELLANEOUS PROVISIONS.

16.1 No Joint Enterprise. The relationship of County and City under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. No employee of City shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. No employee of County shall be considered an employee of City or gain any rights against City pursuant to City's personnel policies. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party. The Parties expressly agree that each Party is an independent contractor, and that each Party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.

16.2 Authority to Obligate. It is acknowledged by City that no officer, agent, employee or representative of County other than the Commissioners Court has any authority to sign any document or make any type of agreement obligating County unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by Commissioners Court.

16.3 Employees. Except as specified in Section 6.8, this Agreement shall have no effect upon the personnel policies of the City or County; or employment status or benefits of any City or County employee. Each Party retains all authority and liability related to the employment of that Party's employees. This Agreement does not create an employment contract between the City or County and/or individuals with respect to continued employment or the provision of any benefit. Each Party acknowledges that the other Party intends that each employee is at will, and that either the employee or the City or County can terminate the employee's employment for any reason and at any time, with or without notice. The Parties shall not have any contractual or statutory liability for any employee of the other Party.

17.0 SUBCONTRACTS.

17.1 City Responsibility.

17.1.1 Subcontractor Compliance. City is wholly responsible to County for the performance under this Agreement, whether such performance is provided directly by City or indirectly by any and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. City shall ensure that its Subcontractors comply with all applicable terms of this Agreement (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by City. City shall inspect all Subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Agreement. City shall provide County with copies of any subcontract under which Agreement services are provided upon written request by County. Subcontracts shall include provisions ensuring that: Subcontractors will receive no duplicate payments from other sources or under other contracts for services/participants provided under this Agreement; that Subcontractor will cooperate with any County inquiries related to Agreement services; that Subcontractor agrees to comply with all laws; and that City is solely responsible for payment.

17.1.2 Level of Service. City will ensure the provision of timely services by individuals, agencies, or other Subcontractors which meet or exceed applicable licensing and regulatory standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

17.1.3 Agreement Limitation. This Agreement sets out the agreements and obligations between County and City only, and does not obligate County in any way to any of City's Subcontractors, nor to any other third party, nor does it obligate City in any way to County's contractors, residents nor to any other third party.

17.1.4 Minority Business Representation. City agrees to make a "good faith" effort to take all necessary and reasonable steps, in accordance with City's Minority and Women Owned Business Program (a copy of which has been provided to County, with changes to be provided as made) to ensure that minority businesses are given the maximum opportunity to be Subcontractors under this Agreement where such Subcontractors exist. City must report all expenditures made to minority Subcontractors to the County Purchasing Agent upon written request.

17.1.5 Payment to Subcontractors. City shall make its best effort to pay Subcontractors in a timely manner and shall make such payment pursuant to applicable law.

18.0 MONITORING. County shall have the right to perform periodic on-site monitoring of City's (and City's Subcontractor's) compliance/performance with the terms of this Agreement, and of the adequacy, effectiveness and timeliness of City's performance under this Agreement at reasonable times. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation (including financial) maintained in relation to City's performance under this Agreement. City agrees to permit County, or its authorized representatives, to audit and copy at its expense City's records that relate to this Agreement and to obtain any documents, materials, or information relating to this Agreement which are necessary to facilitate such audit. Within thirty (30) days of each monitoring visit, County shall provide City with a written report of the monitor's findings. If the report notes deficiencies in City's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by City as mutually agreed to by City and County. City

shall take action specified in the monitoring report prior to the deadlines specified. City will include the above right to monitor provision in any Subcontract(s) entered into under this Agreement.

19.0 NOTICES.

19.1 Requirements. Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

19.2 County Address. The address of County for all purposes under this Agreement shall be:

Sherri Fleming, County Executive (or her successor)
Travis County Health, Human Services and Veterans Services
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

19.3 City Address. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Marc A. Ott (or his successor in office)
City Manager
P. O. Box 1088
Austin, Texas 78767

With copy to (registered or certified mail with return receipt is not required):

Abigail Smith, Officer (or her successor)
City of Austin
Animal Services Office
Office of the Officer
P. O. Box 1088
Austin, Texas 78767

and

City Attorney
301 West Second Street, Fourth Floor

Austin, Texas 78701

19.4 Change of Address. Each Party may change the address for notice to it by giving written notice of the change. Any change of address by City, including a change in the City's authorized representative, shall be reported to the County Executive and the Purchasing Agent within twenty (20) days of the change. Any change of address by County, including a change in the County's authorized representative, shall be reported to the Officer within twenty (20) days of the change.

20.0 PROHIBITIONS.

20.1 Conflict of Interest. In performing duties under this Agreement, City employees shall comply with the conflict of interest requirements and ethics provisions set forth in the Austin City Code, Article 4, a copy of which has been provided to County, as well as with the conflict of interest provisions in Chapter 171 of the Texas Local Government Code.

20.2 Solicitation. City warrants that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by City to secure business. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability, or, in its discretion, to, as applicable, add or to or deduct from the Agreement price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.3 Gratuities. County may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from City a sum equal in amount to the cost incurred by City in providing such gratuities. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors.

20.4 Nepotism. City agrees that it will comply with TEX. GOVERNMENT CODE ANN., Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

21.0 ASSIGNABILITY.

21.1 Written Approval. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by City that no officer, agent, employee or representative of County has any authority to assign any part of this Agreement unless expressly granted that authority by the Commissioners Court. Submission of a request by City for approval under this Section 26.1 shall be made in writing to the Purchasing Agent with a copy to the County Executive. Submission of a request by County for approval under this Section 26.1 shall be made in writing to the Officer.

21.2 Binding Agreement. This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Agreement.

22.0 LEGAL AUTHORITY. The person or persons signing this Agreement on behalf of each Party warrants that he, she or they have been duly authorized by their respective entities to sign this Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services that Party has obligated itself to perform under this Agreement.

23.0 INTERPRETATIONAL GUIDELINES.

23.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that the City or County has declared a holiday for its employees, these days shall be omitted from the computation.

23.2 Numbers and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

23.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Agreement.

24.0 OTHER PROVISIONS.

24.1 Survival of Conditions. Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

24.2 Non-Waiver of Default. One or more acts of forbearance by any Party to enforce any provision of this Agreement or any payment, act or omission by any Party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default which then exists or may subsequently exist.

24.3 Reservation of Rights. If any Party to this Agreement breaches this Agreement, the other Party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of City and County under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County or City under it. The exercise or failure to exercise any right or remedy in this Agreement of City or County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

24.4 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas, or in Travis County,

Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

24.5 Severability. If any portion of this Agreement is ruled invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of it shall remain valid and binding, and shall continue to have full force and effect and shall in no way be impaired or invalidated by that holding. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties shall be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

24.6 Political Activity. City shall not use any of the Agreement Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of City from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Agreement Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of City, the State of Texas or the government of the United States.

24.7 Sectarian Activity. City shall ensure that provision of services under this Agreement shall be carried on in a manner free from religious influence. City shall not execute any agreement with any primarily religious organization to receive Agreement Funds from City unless the agreement includes provisions as necessary to effectuate this assurance. Neither City's nor County's selection of a Subcontractor nor expenditure of funds under this Agreement is an endorsement of the Subcontractor's charitable or religious character, practices or expressions. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization. City and County agree to be bound by the provisions of Section 702 of the Civil Rights Act [42 U.S.C., Section 2000E-1(a)] regarding employment practices and Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C., Section 604a) regarding additional rights and responsibilities for charitable and faith-based providers of social services, assisted individuals and providers of such services.

24.8 Dispute Resolution/Mediation. Initial disputes and unresolved questions or issues of City or County shall initially be presented by City to County by submission in writing to TCHHSVS with a copy to the County Purchasing Agent and by County to City by submission in writing to the Officer. If satisfactory resolution cannot be achieved between the Parties within a reasonable time, and should mediation be acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both 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 TEX. CIV. PRAC. AND REM. CODE, Sec. 154.073, unless both Parties agree, in writing, to waive the confidentiality.

24.9 County Public Purpose. By execution of this Agreement, the Commissioners Court hereby finds that the needs to be addressed by the services to be provided under the terms of this Agreement, including those specifically set forth in the attached Work Statement (Attachment A), constitute a significant public concern impacting members of the population which the County serves. The Commissioners Court further finds that the provision of services to be provided by City pursuant to this

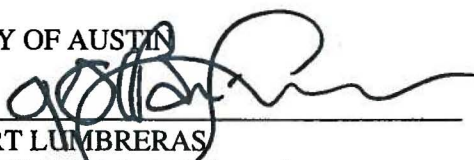
Agreement will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for identified and qualified individuals.

24.10 Force Majeure. Neither Party shall be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed or until the Parties agree in writing to either amend or terminate the Agreement. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. City agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Agreement.

24.11 Publicity. In any publicity prepared or distributed by or for City related to this Agreement, the funding through County shall be mentioned as having made the project possible, either through use of the County logo or in applicable text. Prior to publication or any disbursement of such publicity, City must provide a copy of the final form of the publicity to County. When appropriate as determined by County Executive, City shall publicize the services and activities of City and County under this Agreement. City shall work with County to allow for distribution from appropriate County locations of any materials prepared related to services provided under this Agreement.

24.12 Third Party Beneficiary. This Agreement sets out the agreements and obligations between City and County only, and does not obligate City or County in any way to any other third party. This Agreement creates no third party beneficiary rights as between City and any of County's Subcontractors or between County and any of City's Subcontractors. City and County, respectively, each have the sole responsibility for payment for services rendered by each Party's Subcontractors with Subcontractor's sole recourse in the event of non-payment, insolvency or cessation of operations being against the Party with whom the Subcontract was made. Neither Party shall under any circumstances be liable to the other Party's creditors or Subcontractors for any payments under this Agreement.

CITY OF AUSTIN

BY: 
BERT LUMBRERAS
ASSISTANT CITY MANAGER
Date: 10/21/13

CITY OF AUSTIN ANIMAL SERVICES OFFICER

BY: 
ABIGAIL SMITH
ANIMAL SERVICES OFFICER
Date: 10/18/13

TRAVIS COUNTY

BY: _____
SAMUEL T. BISCOE
Travis County Judge
Date: _____

County Approvals:
As to Legal Form:

_____ Date: _____

Assistant County Attorney
Funds Certified By:

_____ Date: _____

County Auditor

Purchasing:

_____ Date: _____

Cyd Grimes, County Purchasing Agent

Form # 3: **PROGRAM WORK STATEMENT**
for 2014 Animal Services Office funded by Travis County
Attachment A

Date prepared: [06/03/2013](#)

Instructions: Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: City of Austin Animal Services Office

Program: Animal Services

1. Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

The City of Austin and Travis County have adopted rules governing the keeping of animals. State laws governing ownership of domestic and exotic animals are enforced by both jurisdictions through local policies and adopted rules and ordinances. The roaming nature of some animals across jurisdictional boundaries is best served by a collaborative effort.

The purpose of the Agreement is to allow the City and the County to combine resources and capabilities in providing a collaborative animal control enforcement and shelter services program that serves a regional populace in the identification and vaccination of domestic pets, the maintenance of shelter facilities, and the control of animals at large (both domestic and wild).

2. Program clients served:

Describe the eligibility requirements to participate in the program or in each component of the program (for example: Travis County residency, income level, age).

County Clinics. County sterilization and immunization will be provided through immunization and sterilization clinics in low-income areas of Travis County identified by County as follows:

- a. Targeted areas. Low-income neighborhoods with large numbers of stray animals will be the targeted neighborhoods.
- b. Rabies Clinics. Pet owners in low-income neighborhoods will receive free rabies vaccinations if residents of Travis County.

3. Program services and delivery:

Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.

Animal Control Services are prioritized as follows:

Priority 1: An active emergency is defined as an ongoing threat to public safety. All "Active Emergency Calls" must be responded to unless cancelled by the originating public safety agency.

Priority 1 Response time - ACTIVE EMERGENCY - To arrive on scene within 2 hours

Priority 2: An "Inactive Emergency" is classified as a situation where potential danger to the public still exists, but is not likely. Inactive Emergency calls whose hold-time has expired will be downgraded to a lower priority.

Priority 2 Response Time - INACTIVE EMERGENCY - To respond within 4 hours

A. Animal Control Services include:

1. **Rabies Control activities**
2. **Training.** Animal Control and Travis County Sheriff's Office (TCSO) personnel are adequately trained on the law and Rules

3. **Sick and Injured Animals.** Respond to calls for sick and injured stray animals and transport those animals to the shelter for care.
 4. **Dangerous Dog Hearings.** City will conduct Dangerous Dog hearings in accordance with the “Regulations of Travis County, Texas Governing Animal Control.”
 5. **Customer Services.** City will provide customer service either by telephone or directly to citizens who visit the shelter
 6. **Customer Complaints.** City will dispatch personnel to resolve customer complaints associated with enforcement of the “Regulations of Travis County, Texas Governing Animal Control.” However, customers will be referred to the appropriate agency (including Travis County) when the issues or service request is outside the scope of the above regulations or when the service required to resolve the issue is provided by another agency (including Travis County).
 7. **Dispatch.** Dispatch services will include the following: management of field resources while they are in the field; distribution of service requests to field resources; customer service resolution by telephone; filing of citations; and bite report tracking for all reported animal bites requiring rabies quarantine.
- B. Shelter Services.** The Austin Animal Center (AAC) will accept every Travis County animal delivered to the shelter by animal control, emergency service personnel and those brought in/dropped off by citizens. Each animal is provided food, water, shelter, waste management, and veterinary care. Additional shelter services include the following:
1. **Acceptance and Maintenance of Animals--**When the shelter cannot provide treatment necessary to maintain the animal at a humane level of pain, that animal will be humanely euthanized according to applicable law.
 2. **Quarantine** - A fully accredited quarantine facility and system to provide for the strict isolation and close observation of dogs, cats, and domestic ferrets during quarantine to determine whether the animal was capable of transmitting rabies at the time it bit a person will be provided. All required state reporting will be completed as well as victim notifications. At the end of the quarantine period (240 hours), the owner may reclaim its animal by paying the associated fees or the animal may be evaluated for the adoption and rescue programs. Animals are also given their rabies vaccination if they are not current.
 3. **Medical Care** - Emergency veterinary treatment and care is provided to any animal needing such care upon arrival at the Center. Injured animals requiring veterinary care above the capabilities of the Austin Animal Services (AAS) system may be referred to local emergency animal hospitals. Reclaiming owners are responsible for paying veterinary fees upon reclaim of their animal. Additionally, medical diagnostics, medical treatments, and vaccinations are provided to all animals that enter the shelter. These activities provide for the well-being of animals during their stay at the Austin Animal Center. They also help ensure healthy animals for the placement programs or return of the animal to its owner.
 4. **Vaccinations** - Every animal leaving the shelter is provided rabies immunizations unless proof of current vaccinations is provided.
 5. **Sterilization and Immunization** –
 - a. **Shelter** - The shelter performs castrations and ovariectomies on animals prior to their release (as per state law) through the placement programs. Additionally, when an animal is reclaimed after expiration of the mandated hold time the shelter will attempt to arrange for sterilization of the animal if it is intact. Approximately 90% of all adopted animals are sterilized before they go to their new homes.
 - b. **County clinics** - County sterilization and immunization will be provided through immunization and sterilization clinics in low-income areas of Travis County.

Pet owners in low-income neighborhoods will receive free rabies vaccinations if residents of Travis County. Vaccinations will be provided using City staff and volunteer resources. Services will be provided in convenient locations (parks, health clinics, libraries, etc.) within the neighborhood in order to eliminate transportation barriers.

A mobile veterinary service will provide sterilization services. Animals will be sterilized and receive a rabies vaccination at no cost to the owner. Services will be provided in convenient locations (e.g., parks, health clinics, libraries, etc) within the neighborhood in order to eliminate transportation barriers.

6. **Euthanization** - Animals that are not released to the owner, placed into the custody of a new owner, or placed with another animal welfare organization for the purpose of rehoming or sanctuary, are humanely euthanized by injection according to applicable law.
 7. **Adoption** - An attempt will be made to place adoptable animals in new homes and /or place them with approved partner animal welfare agencies for the purposes of rehoming or sanctuary. Placement programs will maintain appropriate screening and matching criteria in order to optimize the opportunity of a successful placement for each animal. Additionally, the adoption program will provide education and education materials to shelter visitors. Animals will receive behavior examinations and medical examinations prior to placement in order to determine suitability for rehoming.
- C. Prevention Services.** Provide education/outreach and prevention programs to impact animal welfare and reduce shelter intake. Programs are designed to improve the conditions and standards of care that animals experience as well as reduce the number of unwanted animals coming into the shelter. Examples of current programs include:
- a. Responsible Pet Owner class. First time violators of pet laws may have citations waived by attending the course on responsibilities of pet ownership. County participants may receive waivers pursuant to the Rules.
 - b. Speakers are available for education opportunities in neighborhoods (group meetings, newsletters, church meetings, schools, clubs, etc.)
 - c. Free rabies vaccination program. Free rabies vaccinations are provided in economically disadvantaged neighborhoods and education about pet responsibility issues and animal welfare issues is offered while conducting the clinic. County vaccination services will be provided as set forth herein.
 - d. Free sterilization services are provided in East Austin neighborhoods on a weekly basis. This program may be expanded to the county sites as Travis County makes funds available. Sterilization services for the Initial Term of the Agreement will be provided as set forth herein.
 - e. Free micro-chips and identification tags are provided for all Travis County residents so that pets can avoid being impounded at the shelter.
- D. Predator Control.** Travis County provides predator control services in Travis County through an Interlocal Agreement with the U.S. Department of Agriculture, Texas Cooperative Extension—Wildlife Services. The city provides customer service, field services, and logistical support to the County initiatives. Predator control services will be provided as follows:
1. **General Services.** Services will emphasize activities related to the coyote population, but will include, as feasible, services related to other damage-causing wildlife ("DCW").
 2. **County Services.** County will provide, either directly or through contract, those services related to wildlife management as outlined in the County's agreement with Texas Cooperative Extension- Wildlife Services ("TWS").
 3. **City Services.** City will provide the following services during the operation of the wildlife management program:
 - a. Handle calls related to coyotes and DMW at the AAC and City 311 call center and forward requests for services to the TWS biologist for handling as appropriate.
 - b. Provide education and information to citizens in those cases where additional services are not warranted and assist the TWS biologist with education efforts in the neighborhoods including direct customer service, neighborhood meetings and material distribution.
 - c. Maintain the database of complaints by geographic area to track problem neighborhoods and provide information to the TWS biologist.

- d. Transport carcasses of removed animals and dispose of them. This will include storage of carcasses in the AAC refrigerated storage facilities until such carcasses are picked up by City of Austin Resource Recovery to be delivered to the Texas Disposal Services landfill.
- e. Provide the rabies quarantine/testing and reporting required for any suspect animal.
- f. Provide any coordination support requested by the TWS biologist while conducting activities to facilitate notifications to the appropriate City departments.
- g. Transport trapped coyote(s) requiring euthanasia when requested by TWS.
- h. Euthanize coyote(s) when instructed by TWS to do so.
- i. Provide the necessary City authorization to access City-owned property to implement the wildlife management program as described herein.

4. Service coordination and collaboration strategies:

Describe how the agency coordinates its services with services being provided by other agencies and describe how the agency collaborates with other agencies. If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

Austin Animal Services collaborates with Austin Police Department, Travis County Sheriff's Department, and Texas Wildlife Extension Service to provide enforcement, cruelty case and wildlife services and support. Animal Services collaborates with Emancipet to provide low and no cost veterinary and prevention services to residents of Travis County including spay/neuter surgery, vaccinations, and identification,

5. **OUTPUT** Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-month goal amounts):

Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.

<u>OUTPUT # 1</u> (Animal Control)	<u>Travis County</u> Annual Goal	<u>All Other Funding Sources</u> Annual Goal	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of citations issued for violations	70	830	900

<u>OUTPUT # 2</u> (Animal Control)	<u>Travis County</u> Annual Goal	<u>All Other Funding Sources</u> Annual Goal	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of citations that are processed to Court (as opposed to dropped due to compliance with officer-provided alternatives to Court)	45	655	700

<u>OUTPUT # 3</u> (Animal Control)	<u>Travis County</u> Annual Goal	<u>All Other Funding Sources</u> Annual Goal	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of attendees at responsible pet ownership classes	25	175	200

<u>OUTPUT # 4</u> (Animal Control)	<u>Travis County</u> Annual	<u>All Other Funding Sources</u> Annual Goal	<u>TOTAL</u> (Travis County + All Other)
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	Goal		Annual Goal
Average response time (in minutes)	90	80	81.4

<u>OUTPUT # 5</u> (Shelter Services)	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of companion animals sheltered	2,500	16,500	19,000

<u>OUTPUT # 6</u> (Shelter Services)	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of animals adopted	1090	6890	7,980

<u>OUTPUT # 7</u> (Shelter Services)	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of animals returned to owner	300	3120	3,420

<u>OUTPUT # 8</u> (Prevention Spay/Neuter Clinics)	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of spay/neuters performed at Austin Animal Center	1125	6375	7,500

<u>OUTPUT # 9</u> (Prevention Spay/Neuter Clinics)	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of animals sterilized at community clinics	1850	5650	7,500

<u>OUTPUT # 10</u> (Prevention Spay/Neuter Clinics)	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of spay/neuter community clinics	50	150	200

(If approved for additional Output measures, copy and paste the blocks above and re-number accordingly)

6. **OUTCOME** Performance Measures (replace the blue text in the left column below with the actual wording of your measures' numerators, denominators, and outcome rates):

Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column's shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. **If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).**

	<u>Total Program</u>	<u>If not reported</u>

Total Program Performance – OUTCOME # 1 (Animal Control)	<u>Annual Goal</u>	<u>every Quarter, in which Quarter(s)?</u>
Number of priority 1 and 2 activities completed (numerator)	1,720	
Total number of priority 1 and 2 activities (denominator)	1,850	
Percent response to priority calls completed (outcome rate)	93%	

(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

7. Community planning activities:

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

Animal Services personnel attend Neighborhood Association meetings and meets regularly with program partners to ensure we are providing the appropriate services to the appropriate areas.

8. Program Evaluation Plan

- Performance evaluation:

Describe how the agency will evaluate the program's performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).

Activity and performance measure data is reviewed quarterly.

- Quality improvement:

Describe the process for identifying problems or other issues in service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.

A review of activity and performance data, in conjunction with an analysis of call volume allows Animal Services to identify areas in need of more concentrated activity. When an area is identified Animal Services dedicates the required resources to educate the community to reduce the number of stray, roaming animals. Requests for service in targeted areas drop significantly following educational outreach activities.

FY14 Funding for City/County Animal Services Interlocal Agreement
as of 9/19/13
6.50%

Division	City of Austin Total Program	Adjusted Program Total	Allocation of Admin	FY 13 Proposed Revenue	Total with Admin	Proposed County	Costing Basis	City Total
Animal Services								
Program Costs								
* Animal Control (including Rabies and Dispatch)	1,402,290	1,402,290	91,149		1,493,439	219,535.51	% of activities (15%)	1,273,903
* Prevention	360,989	360,989	23,464		384,453	43,571	% of Animals (11%)	340,882
* Shelter Services	6,316,198	6,316,198	410,553		6,726,751	762,365	% of Animals (11%)	5,964,386
Spay/Neuter Clinic	507,401	507,401	-		507,401	100,000	current share	407,401
Total	8,586,878	8,586,878	525,166	-	9,112,044	1,125,472		7,986,572
Coyote Abatement Agreement Credit						(10,000)		
Total	8,586,878	8,586,878	525,166	-	9,112,044	1,115,472	-	7,986,572

*Animal Cruelty funding returned to APD

Current County Funding	967,275
FY Proposed Funding	1,115,472
Difference	148,197

County Funding Result	1,115,472
	1,115,472

Program	Program Total	County Total	City Total		Year-to-Date Expenses through XX/XX/XX	Year-to-Date Admin Allocation through XX/XX/XX	Year-to-Date Revenue through XX/XX/XX	Net Total	Basis of Allocation	YTD County Portion	Difference between Prorated County Total and YTD County Portion	Percent Difference
Animal Services												
Program Costs												
Animal Control (including Rabies and Dispatch)	1,493,439	219,536	1,273,903			-		-	% of activities(15%)			
Prevention (former No Kill Millenium)	384,453	43,571	340,882			-		-	% of Animals (11%)			
Shelter Services	6,726,751	762,365	5,964,386			-		-	% of Animals (11%)			
Spay/Neuter Clinic	507,401	100,000	407,401					-	current share			
Total	9,112,044	1,125,472	7,986,572			-	-	-				
Coyote Abatement Agreement Credit		(10,000)	-									
Total	9,112,044	1,115,472	7,986,572		-	-	-	-				

Total Expenditures County Total

Quarter 1:	
Quarter 2:	
Quarter 3:	
Quarter 4:	
Total	0

Travis County Health and Human Services & Veterans Service (TCHHS/VS)

Program Performance - Quarter 1 Report, FY 2014

Time Period Covered by Report: 10/1/2013 - 12/31/2013

Date Report is Due to TCHHS/VS: 1/15/2014

Section I: Performance Report Information. Please only update the blue-shaded cells. The red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested. If you have other questions, please contact your Contract Specialist. Once you have completed the Performance, Demographic, and Zip Code forms for this quarter, please email this file to: CountyAgencyContact@co.travis.tx.us.

Agency Name:	<u>City of Austin Animal Services Office</u>	Program Name:	<u>Animal Services</u>	Agency Contact Name & Phone No.:		Original Submission Date:	
TCHHS/VS Program Lead & Phone No.:	<u>Ana Almaguel 512-854-5870</u>	TCHHS/VS Contract Specialist & Phone No.:	<u>San Juana Gonzales 512-854-4122</u>	Contract Term:	<u>October 1, 2013 - September 30, 2014</u>	Date Revised Report was Submitted (if applicable):	

Section II: Performance Data. In this next section, input the program's actual performance results for the quarter covered by this report. Include performance results achieved through funding provided by TCHHS/VS *and* by sources other than TCHHS/VS. Please also ensure that all results presented in this section match when they should. For example, if Output #1 measures the total number of clients served and Outcome Denominator #1b also measures the total number of clients served, then their results (or numbers) should be the same.

PROGRAM PERFORMANCE DATA								
Performance Measure	Performance Measure Title	TOTAL PROGRAM QUARTERLY PERFORMANCE RESULT	YTD PERFORMANCE SUMMARY					
		Q1 Oct. - Dec.	Total Program Q1 Actual Performance	Total Program 12 Mo. Goal (from contract)	Total Program Q1 Goal (or, 25% of 12 Mo. Goal)	% of Q1 Goal Achieved	Explanation about Variance Required in Comments Section?	
ANIMAL CONTROL OUTPUTS								
OP#1	Number of citations issued for violations		0	900	225	0%	Explanation Required	
OP#2	Number of citations that are processed to Court (as opposed to dropped due to compliance with officer-provided alternatives to Court)		0	700	175	0%	Explanation Required	
OP#3	Number of attendees at responsible pet ownership classes		0	200	50	0%	Explanation Required	
OP#4	Average response time (in minutes)		0	81.4	81.4	0%	Explanation Required	
SHELTER SERVICES OUTPUTS								
OP#5	Number of companion animals sheltered		0	19,000	4,750	0%	Explanation Required	
OP#6	Number of animals adopted		0	7,980	1,995	0%	Explanation Required	
OP#7	Number of animals returned to owner		0	3,420	855	0%	Explanation Required	
PREVENTION SPAY/NEUTER CLINICS OUTPUTS								
OP#8	Number of spay/neuters performed at Austin Animal Center		0	7,500	1,875	0%	Explanation Required	
OP#9	Number of animals sterilized at community clinics		0	7,500	1,875	0%	Explanation Required	
OP#10	Number of spay/neuter community clinics		0	200	50	0%	Explanation Required	
ANIMAL CONTROL OUTCOMES								
OC#1a	Number of priority 1 and 2 activities completed	(numerator)		0	1,720	430	0%	Explanation Required
OC#1b	Total number of priority 1 and 2 activities	(denominator)		0	1,850	463	0%	Explanation Required
OC#1c	Percent response to priority calls completed	(outcome rate)	#DIV/0!	#DIV/0!	93%	93%	#DIV/0!	#DIV/0!

Section III: Comments. When completing this section, please:

- Avoid acronyms and other jargon that would not be understood by lay persons;
- Briefly explain any missing or incomplete data from Section II;
- Briefly explain every measure listed in Section II that requires an explanation for +/- 10% variance (e.g., "Output #1 is higher than expected because...");
- Provide any information that would be helpful in understanding significant trends or changes in performance levels that may be occurring; and
- Document any known problems with the data and plans for addressing them.

When budget shifts are expected to change performance +/- 10%, please document the amount of the funding change and the estimated impact on the performance results.
Please note that comments may be used verbatim in public reports.

COMMENTS	
Quarter 1 Comments	

Travis County Health and Human Services & Veterans Service (TCHHS/VS)

Program Performance - Quarter 2 Report, FY 2014

Time Period Covered by Report: 1/1/2014 - 3/31/2014

Date Report is Due to TCHHS/VS: 4/15/2014

Section I: Performance Report Information. Please only update the blue-shaded cells. The red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested. If you have other questions, please contact your Contract Specialist. Once you have completed the Performance, Demographic, and Zip Code forms for this quarter, please email this file to: CountyAgencyContact@co.travis.tx.us.

Agency Name:	<u>City of Austin Animal Services Office</u>	Program Name:	<u>Animal Services</u>	Agency Contact Name & Phone No.:	0	Original Submission Date:	
TCHHS/VS Program Lead & Phone No.:	<u>Ana Almaguel 512-854-5870</u>	TCHHS/VS Contract Specialist & Phone No.:	<u>San Juana Gonzales 512-854-4122</u>	Contract Term:	<u>October 1, 2013 - September 30, 2014</u>	Date Revised Report was Submitted (if applicable):	

Section II: Performance Data. In this next section, input this program's actual performance results for the quarter covered by this report. If the performance result submitted in a previous quarter was inaccurate, please update this information in this section and **do not change the information presented in previous quarters' worksheets**. Include performance results achieved through funding provided by TCHHS/VS and by sources other than TCHHS/VS. Please also ensure that all results presented in this section match when they should. For example, if Output #1 measures the total number of clients served and Outcome Denominator #1b also measures the total number of clients served, then their results (or numbers) should be the same.

TOTAL PROGRAM PERFORMANCE DATA									
Performance Measure	Performance Measure Title	TOTAL PROGRAM QUARTERLY PERFORMANCE RESULTS		YTD PERFORMANCE SUMMARY					
		Q1 Oct. - Dec.	Q2 Jan. - Mar.	Total Program Q1-Q2 Actual Performance	Total Program 12 Mo. Goal (from contract)	Total Program Q2 Goal (or, 50% of 12 Mo. Goal)	% of Q2 Goal Achieved	Explanation about Variance Required in Comments Section?	
ANIMAL CONTROL OUTPUTS									
OP#1	Number of citations issued for violations	0		0	900	450	0%	Explanation Required	
OP#2	Number of citations that are processed to Court (as opposed to dropped due to compliance with officer-provided alternatives to Court)	0		0	700	350	0%	Explanation Required	
OP#3	Number of attendees at responsible pet ownership classes	0		0	200	100	0%	Explanation Required	
OP#4	Average response time (in minutes)	0		0	81.4	81.4	0%	Explanation Required	
SHELTER SERVICES OUTPUTS									
OP#5	Number of companion animals sheltered	0		0	19,000	9,500	0%	Explanation Required	
OP#6	Number of animals adopted	0		0	7,980	3,990	0%	Explanation Required	
OP#7	Number of animals returned to owner	0		0	3,420	1,710	0%	Explanation Required	
PREVENTION SPAY/NEUTER CLINICS OUTPUTS									
OP#8	Number of spay/neuters performed at Austin Animal Center	0		0	7,500	3,750	0%	Explanation Required	
OP#9	Number of animals sterilized at community clinics	0		0	7,500	3,750	0%	Explanation Required	
OP#10	Number of spay/neuter community clinics	0		0	200	100	0%	Explanation Required	
ANIMAL CONTROL OUTCOMES									
OC#1a	Number of priority 1 and 2 activities completed	(numerator)	0		0	1,720	860	0%	Explanation Required
OC#1b	Total number of priority 1 and 2 activities	(denominator)	0		0	1,850	925	0%	Explanation Required
OC#1c	Percent response to priority calls completed	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	93%	93%	#DIV/0!	#DIV/0!

Section III: Comments. When completing this section, please:

- Avoid acronyms and other jargon that would not be understood by lay persons;
- Briefly explain any missing or incomplete data from Section II;
- Briefly explain every measure listed in Section II that requires an explanation for +/- 10% variance (e.g., "Output #1 is higher than expected because...");
- Provide any information that would be helpful in understanding significant trends or changes in performance levels that may be occurring;
- Document any known problems with the data and plans for addressing them; and
- Document any actions taken related to actions promised in previous quarters' comments.

When budget shifts are expected to change performance +/- 10%, please document the amount of the funding change and the estimated impact on the performance results.

Please note that comments may be used verbatim in public reports.

COMMENTS	
Updates to Quarter 1 Comments	0
Quarter 2 Comments	

Section III: Comments. When completing this section, please:

- Avoid acronyms and other jargon that would not be understood by lay persons;
- Briefly explain any missing or incomplete data from Section II;
- Briefly explain every measure listed in Section II that requires an explanation for +/- 10% variance (e.g., "Output #1 is higher than expected because...");
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- Document any known problems with the data and plans for addressing them; and
- Document any actions taken related to actions promised in previous quarters' comments.

When budget shifts are expected to change performance +/- 10%, please document the amount of the funding change and the estimated impact on the performance results.
 Please note that comments may be used verbatim in public reports.

COMMENTS	
Updates to Quarter 1 Comments	0
Updates to Quarter 2 Comments	0
Quarter 3 Comments	

Section III: Comments. When completing this section, please:

- Avoid acronyms and other jargon that would not be understood by lay persons;
- Briefly explain any missing or incomplete data from Section II;
- Briefly explain every measure listed in Section II that requires an explanation for +/- 10% variance (e.g., "Output #1 is higher than expected because...");
- Provide any information that would be helpful in understanding significant trends or changes in performance levels that may be occurring;
- Document any known problems with the data and plans for addressing them; and
- Document any actions taken related to actions promised in previous quarters' comments.

When budget shifts are expected to change performance +/- 10%, please document the amount of the funding change and the estimated impact on the performance results.
 Please note that comments may be used verbatim in public reports.

COMMENTS	
Updates to Quarter 1 Comments	0
Updates to Quarter 2 Comments	0
Updates to Quarter 3 Comments	0
Quarter 4 Comments	

Additional Instructions

The following is offered as guidance on completing and modifying the Quarterly Program Performance Report for Travis County Health and Human Services & Veterans Service social service contracts:

Proposed changes to measures always require careful review and advance approval. One of our goals is to keep performance measures and reporting both meaningful and simple, so adding or changing measures during the contract year is generally discouraged. If you would like to change one or more of your performance measures, please discuss with your Contract Specialist, Performance Specialist, and/or Program Lead for possible implementation in a future contract year.

Adjusting “Year To Date” (YTD) totals to reflect averages. In the performance reporting spreadsheet formulas, by default all quarterly numbers (but not percentages) are set to automatically add cumulatively across the page into a sum for the “YTD Total Program Actual Performance.” However, certain contracts may have exceptions to this, such as a measure which is intended to capture an AVERAGE number over reporting periods instead. In these cases, the agency will need to contact the Performance Specialist to overwrite the formula in the YTD column for each quarterly report.



Travis County Commissioners Court Agenda Request

Meeting Date: September 24, 2013

Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 /
Marvin Brice, CPPB 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and Take Appropriate Action on Request to Renew Certain Health and Human Services and Veterans Services Social Service Contracts which Expire September 30, 2013.

Travis County Health and Human Services and Veteran Services (TCHHSVS) Department has requested the Purchasing Office to place on the Court's Agenda the attached list of Social Services Contracts which will expire September 30, 2013. TCHHSVS is currently working with the County Attorney's office on finalizing the Statement of Work and funding of these contracts; and as such they were not ready for presentation to the Court at the time of this agenda preparation. Once the contracts are finalized, and funding secured, those contracts which require Court approval will be presented for the Judge's signature. However, in order to prevent contract expiration, the attached list (Attachment A) is being presented for approval.

REQUESTED ACTION:

APPROVE (4) DISAPPROVE ()

Samuel T. Biscoe

Samuel T. Biscoe, County Judge

9-24-13

Date

➤ Contract-Related Information: See Attachment A

#9423

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: September 9, 2013

TO: Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

FROM: *Sherri E. Fleming*
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Contract renewals

Proposed Motion:

Consider and take appropriate action to approve start dates for certain TCHHSVS contract renewals that have been drafted but are still in the process of being reviewed either by the vendor, a third party (ATCIC or the City of Austin) or one of the various county departments involved in the contracting process and will not be completed in time to be posted on the 9/24/13 Commissioners Court agenda. Final approval of the contracts will be based on the submitting of final documents to the Commissioners Court upon completion and execution by other parties.

Summary and Staff Recommendations:

1) Encompass Medical Management, Inc.
Contract Number: 4400000683
Contract Period: 9/30/13 – 9/29/14
Contract Amount: \$81,800

Funded through the Parenting in Recovery (PIR) grant, this contract provides data management, monitoring and processing services as well as training for the PIR project. TCHHSVS is waiting for the notice of grant award for the 9/30/13 – 9/29/14 grant year.

While TCHHSVS fully expects to receive another year's worth of grant funds, it will not execute this contract if the grant funds are not awarded.

2) Foundation Communities

Contract Number: 4400000694
 Contract Period: 9/30/13 – 9/29/14
 Contract Amount: \$15,144

Also funded through the PIR grant, this contract provides case management for PIR clients. This contract is in the same situation as the one for Encompass. TCHHSVS is waiting for the notice of grant award for the 9/30/13 – 9/29/14 grant year. While TCHHSVS fully expects to receive another year's worth of grant funds, it will not execute this contract if the grant funds are not awarded.

3) ATCIC SAMSO

Contract Number: 4400000372
 Contract Period: 10/1/13 – 9/30/14
 Contract Amount: \$1,285,851

Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

Travis County is providing \$821,799 from the General Fund for the new contract. The City of Austin is expected to contribute \$310,921 and the PIR grant will contribute \$153,131. While TCHHSVS fully expects to receive another year's worth of PIR funds, the money will be taken out of this contract if the grant is not renewed.

4) ATCIC System of Care

Contract Number: 4400000374
 Contract Period: 10/1/13 – 9/30/14
 Contract Amount: \$723,002

TCHHSVS uses a contract with ATCIC to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. ATCIC acts as the managed services organization, overseeing the services provided by a network of vendors. The contract also serves clients enrolled in the grant funded PIR project and The Children's Continuum (TCC).

The FY'14 contract has money from the following sources:

\$515,000 in General Fund money;
 \$75,000 from Allocated Reserves;

\$32,698 from the Milburn Trust;
 \$36,918 from TCC grant; and
 \$63,386 in PIR grant money.

While TCHHSVS fully expects to receive another year's worth of PIR funds, the money will be taken out of this contract if the grant is not renewed. TCC grant funds are in place.

5) Court Appointed Special Advocates (CASA)

Contract Number: 4400000996
 Contract Period: 10/1/13 – 9/30/14
 Contract Amount: \$11,930

Funded through the TCC grant, this contract provides 25% of the funding for a Child Advocate position to work as court-appointed guardian ad litem for children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

6) ATCIC Child Therapist and Supervisor

Contract Number: 4400001018
 Contract Period: 10/1/13 – 9/30/14
 Contract Amount: \$66,199

Also funded through the TCC grant, this contract funds 100% of a Child Therapist position and 5% of a supervisor's position at ATCIC. The therapist works with children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

7) PIR Child Therapist

Contract Number: 4400001362
 Contract Period: 9/30/13 – 9/29/14
 Contract Amount: \$67,651

Similar to #6 but funded through the PIR grant, this contract funds 100% of another Child Therapist position at ATCIC. While TCHHSVS fully expects to receive another year's worth of grant funds, it will not execute this contract if the PIR grant is not awarded.

8) Deaf Services contract with City of Austin (revenue contract)

Contract Number: 4500000107
 Contract Period: 10/1/13 – 9/30/14
 Contract Amount: In negotiation with city

Since 1996, Travis County and the City of Austin have had an interlocal agreement that allows Travis County Services for the Deaf and Hard of Hearing (TCSDHH) to provide interpreters for the City of Austin Health and Human Services Department, Community Care Services Department, and Municipal Court. The agreement allows TCSDHH to

provide interpreters for safety-net services such as clinic appointments and eligibility interviews in addition to hearings before Municipal Court.

9) Deaf Services contract with Communication Services for the Deaf

Contract Number: 4400000918

Contract Period: 10/1/13 – 9/30/14

Contract Amount: As needed

Communication Services for the Deaf (CSD) provides interpreter services in those situations where no staff interpreter from Travis County Services for the Deaf and Hard of Hearing (TCSDHH) is available. The contract also allows TCSDHH to provide interpreter services for CSD.

10) Ending Community Homelessness Coalition

Contract Number: 4400001133

Contract Period: 10/1/13 – 9/30/14

Contract Amount: \$50,000

Fund Reservation Number: 300000701

Contract provides office space and funds ECHO to oversee the Homeless Management Information System; coordinates the Continuum of Care application and advocates for homeless issues. ECHO is the HUD designated Continuum of Care for Austin and Travis County. ECHO coordinates the housing services system in ATX and applies for funding from HUD's competitive McKinney-Vento Act programs.

11) City/County, Public Health Interlocal Agreement

Contract Number: IL080042RE

Contract Period: 10/1/13 – 9/30/14

Contract Amount: \$3,138,560

Cost Center: 1580080001

Contract provides thirteen different health related programs for Austin and Travis County residents. Services include: Community Health Improvement Planning, Chronic Disease Prevention and Control, Communicable Disease prevention, Environmental Health Services, Epidemiology and Surveillance, Health Authority, Immunizations, Injury Prevention, Office of Vital Records and more.

12) City/County Animal Services Interlocal Agreement

Contract Number: 4400001169

Contract Period: 10/1/13 – 9/30/14

Contract Amount: 1,119,018

Cost Center: 1580080001

Contract provides animal control services including rabies and dispatch to the unincorporated areas of Travis County. Also provides prevention services, shelter services and spay and neuter clinics.

TCHHSVS staff recommends approving these renewals.

Budgetary and Fiscal Impact:

This information is included with each contract listed above.

Issues and Opportunities:

Once drafted by the Travis County Attorney's Office, these contracts get reviewed by TCHHSVS, the vendor, the City of Austin in the case of ATCIC SAMSO, the Travis County Auditor's Office and the Travis County Purchasing Office. The review process can take several weeks or even months depending on the complexity of the contract and response time of other parties.

The services provided by these contracts need to be continued while the drafts are reviewed. Those contracts funded solely by PIR grant money will not be executed if the grant is not renewed.

Background:

TCHHSVS is working with all parties concerned to get these contracts reviewed and executed as soon as possible.

Cc: Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

Travis County Health and Human Services and Veteran Services Social Service Contracts**Attachment A**

Contract No.	Description	Renewal Period
4400000694	Foundation Communities	9/30/12 - 9/29/14
4400000372	Austin Travis County Integral Care - SAMSO	10/1/13 - 9/30/14
4400000374	Austin Travis County Integral Care - System of Care	10/1/13 - 9/30/14
4400000996	Court Appointed Special Advocates (CASA)	10/1/13 - 9/30/14
4400001018	Austin Travis County Integral Care - Child Therapist and Supervisor	10/1/13 - 9/30/14
4400001362	Austin Travis County Integral Care - Child Therapist	9/30/13 - 9/29/14
4500000107	City of Austin Deaf Interpreting Services	10/1/13 - 9/30/14
4400000918	Communication Services for the Deaf	10/1/13 - 9/30/14
4400001133	Ending Community Homelessness	10/1/13 - 9/30/14
4400000379	City of Austin Public Health Interlocal	10/1/13 - 9/30/14
4400001169	City of Austin Animal Services Interlocal	10/1/13 - 9/30/14