Travis County Commissioners Court Agenda Request

Meeting Date: September 23, 2014

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:
Consider and take appropriate action to approve contract for Travis County to perform administrative, accounting and clerical services for the Travis County Corporations from October 1, 2014 to September 30, 2015.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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

CONTRACT FOR ACCOUNTING SERVICES, ADMINISTRATIVE, & CLERICAL SERVICES BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION, CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION, TRAVIS COUNTY HOUSING FINANCE CORPORATION, CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION, TRAVIS COUNTY DEVELOPMENT AUTHORITY, AND TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

This Contract is entered into by the following parties:

Travis County, a political subdivision of the State of Texas, ("County"),

and

Travis County Health Facilities Development Corporation, a public non-profit corporation incorporated under the TEX. HEALTH & SAFETY CODE ANN., ch. 221,

Capital Health Facilities Development Corporation, a public non-profit corporation incorporated under the TEX. HEALTH & SAFETY CODE ANN., ch. 221,

Travis County Housing Finance Corporation, a public non-profit corporation incorporated under the TEX. LOC. GOV'T CODE ANN., ch. 394,

Capital Industrial Development Corporation a public non-profit corporation incorporated under the TEX. REV. STAT. ANN., art. 5190.6,

Travis County Development Authority, a public non-profit corporation incorporated under TEX. TRANS ANN. CODE., ch. 431, subch. D and TEX. LOC. GOV'T CODE ANN., ch. 394, and

Travis County Cultural Education Facilities Finance Corporation, a public non-profit corporation incorporated under the TEX. REV. CIV. STAT. ANN., art. 1528m, (collectively called the "Corporations").

RECITALS

Corporations need the accounting, administrative, and clerical services of the type required as a result of GASB 14. County provides professional accounting, administrative, and clerical services for the Corporations.

AGREEMENT

In consideration of the mutual promises and covenants in this Contract, County and Corporations agree to the following terms and conditions:

1.0 DEFINITIONS

In this Contract,

1.1 "Commissioners Court" means Travis County Commissioners Court.

1.2 "Board" means the Boards of Directors of each of the corporations that are parties to this Contract and called Corporations acting both individually and collectively.

2.0 CONTRACT PERIOD

2.1 This Contract shall continue in full force for the contract period which commences on October 1, 2014, and terminates on September 30, 2015, unless earlier terminated by either party as provided in this Contract.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the contract period, County shall provide the following services for the Corporations:

3.1.01 daily perform office management services such as research, making and maintaining files, entering data, typing and making copies;

3.1.02 weekly act as support corporate secretary for each Board by attending Tuesday Board meetings, recording proceedings, preparing and reviewing minutes before submission to Board, preparing agenda requests for items to be considered by the Board;

3.1.03 monthly provide accounting services for each corporation such as reconciling the bank statements, recording activity in the accounting system, preparing financial statements, preparing summary financial statements to submit to the American Statesman, review of all of the above monthly duties by second accountant for accuracy,

3.1.04 quarterly perform two compliance audits and report findings to Board;

3.1.05 prepare a quarterly investment report to comply with the Public Funds Investment Act;

3.1.06 annually provide information necessary for preparation of Travis County external audit, including preparing the current schedule of conduit debt outstanding and the audit schedules requested by the external auditor;

3.1.07 annually prepare the affordable housing list for the Austin Tenant's Council and maintain and update records of conduit debt outstanding and review of these records for accuracy by a second accountant; and

3.1.08 as needed and requested by the President of any Corporation that is a Contractor, attend meetings, coordinate with the corporate Financial Advisor and legal

counsel, act as liaison between project and program facilitators and Board members, monitor projects and programs as directed by Board of Directors, prepare and deposit checks, invest funds not currently needed to cover outstanding checks.

3.1.09 prepare compliance audits of apartment complexes;

3.1.10 file compliance reports and trustee statements;

3.1.11 maintain compliance report logs;

3.1.12 answer citizen's questions about affordable housing programs;

3.1.13 prepare grant applications for HOME funds;

3.1.14 research possible affordable housing initiatives;

3.1.15 read bond transcripts for completeness and accuracy; and

3.1.16 assist in special projects such as compliance of contracts with nonprofits

3.2 County shall perform all services and activities under this Contract in a professional manner, at a standard acceptable for similar services in Travis County and in a prompt and efficient manner.

3.3 County shall conform to all laws, regulations and ordinances applicable to the performance of this Contract.

4.0 PAYMENT

4.1 For the performance of accounting services under this Contract for the fiscal year ending September 30, 2015, Corporations shall pay County $185,662 on or before October 31, 2014.

4.2 The Corporations shall apportion this sum among themselves based on the analysis in Attachment A.

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made by written change order signed by both parties. Corporations acknowledge that no officer, agent, employee or representative of County has any authority to change the scope of this Contract or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporations shall submit all requests for alterations, additions or deletions of the terms of this Contract or any attachment to it to the County Judge. The President of the corporate Contractor requiring an amendment shall present Contractor's requests to Commissioners Court

for consideration.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this Contract without the prior written approval or the prior written waiver of this right of approval from Corporations.

7.0 ASSIGNABILITY

7.1 Neither party may assign any of the rights or duties created by this Contract without the prior written approval of the other party. It is acknowledged by Corporations that no officer, agent, employee or representative of County has any authority to assign any part of this Contract unless expressly granted that authority by the Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in 2.1 of this Contract if Corporations have failed to comply with any term or condition of this Contract.

8.2 County shall notify Corporations in compliance with 11.0 if Corporations has failed to comply with any term or condition of this Contract and allow Corporations at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the Contract to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this 8.0, Corporations shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporations which then exists or may subsequently exist. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9 .2 No payment, act or omission by Corporations may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporations under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporations under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

10.1 All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

11.0 NOTICES

11.1 Any notice required or permitted to be given under this Contract 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.

11.2 The address of County for all purposes under this Contract shall be:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of the Corporations for all purposes under this Contract and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successors in office)
President
Travis County Health Facilities Corporation,
Capital Health Facilities Corporation,
Travis County Housing Finance Corporation,
Capital Industrial Development Corporation
Travis County Development Authority, and
Travis County Cultural Education Facilities Finance Corporation
P.O. Box 1748
Austin, Texas 78767-1748

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 SPECIAL CONDITION

12.1 Neither party is liable for failure to perform or delay in performance that is caused by Acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

13.0 INTERPRETATION OF CONTRACT

13.1 This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in Travis County, Texas.

13.2 If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

13.3 Headings and titles at the beginning of the various provisions of this Contract 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 Contract.

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

13.5 Words of any gender in this Contract 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 Contract clearly requires otherwise.

TRAVIS COUNTY

By: _____
Honorable Samuel T. Biscoe
Travis County Judge Date:_____

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

By: _____
Samuel T. Biscoe
President Date:_____

CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

By: _____
Samuel T. Biscoe
President Date:_____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Samuel T. Biscoe
President Date:_____

CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION

By: _____
Samuel T. Biscoe
President

Date:_____

TRAVIS COUNTY DEVELOPMENT AUTHORITY

By: _____
Samuel T. Biscoe
President

Date:_____

TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

By: _____
Samuel T. Biscoe
President

Date:_____

ATTACHMENT A

Contract Between Travis County and Travis County Corporations
Calculation of Recommended Payments to Travis County for FY-15

Compensation and benefits for two employees assigned to the Corporations		$ 163,939.00	100%
Adjustments - items related to Corporations as part of PBO FY14 Budget Workbook:			
TCHFC			
	Subscriptions and Publications	250.00	
	Professional Membersips	1,600.00	
	Travel, Meals, Lodging	2,250.00	
	Training & Seminars	2,983.00	
	Subtotal	$ 7,083.00	
TCHFDC			
	Subscriptions and Publications	$ -	
	Professional Membersips	$ 750.00	
	Travel, Meals, Lodging	$ 2,000.00	
	Training & Seminars	$ 1,500.00	
	Subtotal	$ 4,250.00	
TCCEFFC			
	Subscriptions and Publications	$ -	
	Professional Membersips	$ -	
	Travel, Meals, Lodging	$ 1,250.00	
	Training & Seminars	$ 850.00	
	Subtotal	$ 2,100.00	
CIDC			
	Subscriptions and Publications	$ 1.00	
	Professional Membersips	$ -	
	Travel, Meals, Lodging	$ -	
	Training & Seminars	$ -	
	Subtotal	$ 1.00	
Dev Auth			
	Subscriptions and Publications	$ -	
	Professional Membersips	$ 400.00	
	Travel, Meals, Lodging	$ 3,500.00	
	Training & Seminars	$ 2,195.00	
	Subtotal	$ 6,095.00	
	Total recommended transfer	**$ 185,663.00**	

Recommended allocation for FY-15

TCHFDC	$ 50,009.00	activity is expected to pickup after the completion of the NSP homebuyer assistance grant
CIDC	$ 1.00	declining fund balance; little prospect for bonds; opportunity for processing fees; has completed one
TCCEFFC	$ 500.00	bond issuance
Dev Auth	$ 1,000.00	FY15 is the first fiscal year the Dev Auth has been included in the transfer. Staff is currently working with staff in other county departments on a potential mixed use redevelopment project that will potentially be financed through the Dev Auth.
TCHFC	$ 134,152.00	needs to fund salary and benefits, admin costs, multifamily bond issuance and due diligence, TBRA-RSP admin, program marketing and development, three bond issuances currently underway, 9% Tax Credit Loan program, possible single family TBA program
	$ 185,662.00	