Travis County Commissioners Court Agenda Request
Travis County Housing Finance Corporation
Travis County Health Facilities Development Corporation
Capital Industrial Development Corporation
Travis County Cultural Education Facilities Finance Corporation
Travis County Development Authority
Capital Health Facilities Development Corporation

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:

A. Approve a contract extension with the Corporations' current outside financial services provider through December 31, 2014.

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 BETWEEN THE
TRAVIS COUNTY CORPORATIONS
AND
VICKIE SCHUBERT

This Contract (the "Contract") is entered into to be effective as of October 1, 2014, by Travis County Housing Finance Corporation, Travis County Health Facilities Development Corporation, Capital Health Facilities Development Corporation, Capital Industrial Development Corporation, Travis County Development Authority and Travis County Cultural Education Facilities Finance Corporation (collectively, the "Corporations") and Vickie Schubert ("Schubert").

RECITALS

WHEREAS, the Corporations have certain financial reporting and review needs; and

WHEREAS, the Corporations desire to engage Schubert to render certain services related to their respective financial reporting and review needs; and

WHEREAS, the Corporations desire to enter into an agreement with Schubert as hereinafter provided to assure the effective preparation of financial reports;

AGREEMENT

NOW, THEREFORE, the parties agree to the terms and conditions stated in this Contract.

1.0 DEFINITIONS

In this Contract, "Contract Funds" means all funds paid by the Corporations to Schubert pursuant to this Contract.

2.0 CONTRACT PERIOD

This Contract shall continue in full force for the Contract Period which commences on October 1, 2014, and terminates on December 31, 2014.

3.0 PERFORMANCE

3.1 Responsibilities. During the Contract Period, Schubert shall prepare (a) monthly financial statements by the 15th day of each month for the previous month (so long as the Corporations provide the necessary information by the 8th day of each month, if not, Schubert will have 5 days after receipt of the necessary information to complete the monthly reports), (b) annual financial statements for the Corporations' fiscal years which end on September 30, by the

31st day of October and (c) quarterly financial reports. Additionally, Schubert shall write checks as needed.

3.2 Civil Rights/ADA Compliance. Schubert shall comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933]. Schubert shall not discriminate against any employee, applicant for employment, or participant in any of its programs based on race, religion, color, sex, national origin, age or handicapped condition.

3.3 W-9 Taxpayer Identification Form. If requested, Schubert shall provide the Corporations with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the Corporations before any payments are delivered to Schubert.

4.0 CORPORATION PERFORMANCE

4.1 Compensation. For the satisfactory completion of the services to be provided under this Contract, the Corporations will pay Schubert a fee of $50 per hour. Schubert estimates that the services will require approximately 8 hours per month and will obtain the Corporations' written approval for any charges of more than 12 hours per month. The Corporations will not be liable for additional charges unless Schubert and the Corporations agree to additional charges in advance and in writing. For any services not described herein that are requested by the Corporations, the Corporations agree to pay Schubert a fee of $85 per hour.

Schubert will submit an itemized invoice each month describing the services furnished and the amount being billed for each item.

The Corporations shall pay such invoices within 30 days of receipt unless they raise a good faith objection to any of the charges thereon, in which case the parties will work together to resolve such objection as quickly as possible.

5.0 ACKNOWLEDGEMENTS

5.1 Independent Contractor. The parties expressly acknowledge and agree that Schubert is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Schubert shall not be considered an employee of the Corporations or gain any rights against the Corporations pursuant to the Corporations' personnel policies.

6.0 CONFIDENTIALITY

Schubert agrees to keep confidential at all times all information received from the Corporations and will not disclose any information to any person or entity without the express written consent of the Corporations' manager or unless required by applicable law.

7.0 SURVIVAL OF CONDITIONS

The confidentiality provisions of this Contract shall survive beyond the end of this Contract.

8.0 INDEMNIFICATION AND CLAIMS NOTIFICATION

8.1 Indemnification. EXCEPT FOR A CORPORATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT FOR WHICH EITHER IS ADJUDGED BY A COURT OF COMPETENT JURISDICTION TO BE LEGALLY LIABLE, SCHUBERT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CORPORATIONS, THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY SCHUBERT, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF IN CONNECTION WITH THE PERFORMANCE OF SERVICES. EXCEPT AS AFORESAID, IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS FOR SCHUBERT TO INDEMNIFY AND PROTECT THE CORPORATIONS FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OF DAMAGE.

8.2 Claims Notification. If any claim or other action, including proceedings before an administrative agency, is made or brought by any person or entity against Schubert or the Corporations, the party against whom the claim is made shall give the other party written notice of such claim or other action within three (3) business days after being notified of the claim or action or the threat of it. The notice shall include the name and address of the person or entity making such claim, the basis of the claim, the court or administrative agency where the claim was initiated or is threatened to be initiated, and the name of the person(s) against whom the claim is made or threatened, and the notifying party shall provide copies of all pertinent documents to the other party.

9.0 SUSPENSION

If Schubert fails to comply with any provision hereof, and after a Corporation has notified Schubert in writing of the provision of the Contract that Schubert is not in compliance with and such failure to comply continues for a period of 10 days after the Corporation has notified Schubert, the Corporations may suspend this Contract in whole or in part.

10.0 TERMINATION

10.1 Reasons for Termination. The Corporations shall have the right to terminate this Contract, in whole or in part, if Schubert has failed to (a) perform her duties to the satisfaction of the Corporations' manager or (b) comply with any material term or condition of this Contract,

and such failure to comply shall continue for a period of more than ten (10) days after written notice of such failure has been given to Schubert.

10.2 Notification. The Corporations shall notify Schubert in writing at least ten (10) days before the date of the Corporations' termination of this Contract, the reasons for termination, the effective date of termination and, in the case of partial termination, the portion of the Contract to be terminated.

10.3 Continued Liability. Notwithstanding the exercise by the Corporations of a right to suspend or terminate, Schubert shall not be relieved of any liability to the Corporations for damages due to the Corporations by virtue of any breach of this Contract or otherwise pursuant to this Contract.

11.0 NON-WAIVER OF DEFAULT

No payment, act or omission by a party may constitute or be construed as a waiver of any breach or default of such party which then exists or which may subsequently exist. All rights of the parties under this Contract are reserved and any payment, act or omission shall not impair or prejudice any right or remedy of a party hereto. The pursuit of any right or remedy under this Contract or by law shall not preclude the exercise of any other right or remedy under this Contract or pursuant to law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy.

12.0 AMENDMENTS

Any amendment to any term of this Contract shall be effective only if it shall be in writing and signed by both parties hereto.

13.0 ASSIGNABILITY; BINDING AGREEMENT

Neither party may assign any of the rights or obligations under this Contract without the written consent of the other party hereto. This Contract shall be binding upon the successors, assigns and legal representatives of the parties hereto.

14.0 ENTIRE AGREEMENT

All oral and written agreements between the parties hereto that were made prior to the execution hereof have been reduced to writing and are contained in this Contract. All exhibits hereto are made a part of this Contract.

15.0 LAW AND VENUE

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.

16.0 SEVERABILITY

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

17.0 NOTICES

Any notice required to be given under this Contract shall be in writing and deemed to be given when actually delivered or no later than the third day after it is deposited in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified below or such other address as may be given to each party from time to time:

Corporations Manager
P.O. Box 1748
Austin, Texas 78767

Vickie Schubert
2819 Salado Street
Austin, Texas 78705

18.0 LEGAL AUTHORITY

Schubert represents that it has the legal authority, licensing and expertise to enter into this Contract and to perform the services. Schubert will comply with all applicable laws, ordinances, rulings and codes.

19.0 POLITICAL ACTIVITY

Schubert shall not use any performance under this Contract or any portion of the compensation for any activity related to the result of an election for public office.

20.0 DISPUTE RESOLUTION

When mediation is acceptable to both parties in resolving a dispute hereunder, the parties agree to use the Dispute Resolution Center in Austin, Texas, as the provider of mediators. Mediation will not constitute a final and binding resolution of any dispute unless both parties agree. All communications within the scope of the mediation shall remain confidential unless both parties agree, in writing, to waive the confidentiality.

21.0 INTERPRETATIONAL GUIDELINES

24.1 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day of such period and to include the last day of such period. If the last day of any period falls on a Saturday, Sunday or legal holiday, those days shall be omitted from the computation.

24.2 Gender. Words of any gender in this Contract shall be construed to include the other gender.

24.3 Headings. The headings at the beginning of each provision 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.

Executed as of the date first mentioned above.

Travis County Housing Finance Corporation, Travis County Health Facilities Development Corporation, Travis County Capital Health Facilities Development Corporation, Travis County Capital Industrial Development Corporation, Travis County Development Authority and Travis County Cultural Education Facilities Finance Corporation

By: _____
Samuel T. Biscoe
President of each corporation

_____
Vickie Schubert