



Travis County Commissioners Court Agenda Request

Meeting Date: November 7, 2014

Prepared By/Phone Number: Lori Clyde/854-4205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 31 to Contract No. 4400000562 (H.T.E. Contract No. MA960322), Easy Access, Inc., for Tax Office Computer System.

- **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.

In 2004, Commissioners Court approved a modification to allow real time property tax information to be accessed by citizens through the internet. This included on-line payments posted immediately to the live system. Payments are accepted by both credit cards and electronic checks "eChecks" using Easy Access's EZ-Netpay electronic payment gateway. At this time, the Tax Office recommends modifying this contract to update the services provided by the vendor and to change the fee schedule as follows:

1. Customer will pay \$1.00 per eCheck written
2. Travis County will pay:
 - A. \$2.50 for 10,000 or less eChecks submitted for a 12 month period or
 - B. \$2.25 for 10,001 - 15,000 eChecks submitted for a 12 month period or
 - C. \$2.00 for 15,001 or greater # eChecks submitted for a 12 month period
 - D. The maximum amount paid by Travis County within a 12 month period is \$40,000

In consideration, Easy Access, Inc. will provide essential services resolving issues between payers and their financial institution; including but not limited to resolving incorrect account numbers and customers

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.

exceeding their check amount limit.

➤ **Contract Modification Information:**

Modification Amount: Not to exceed \$40,000/year

Modification Type:

Modification Period: Beginning March 1, 2014

➤ **Funding Information:**

Funds Reservation #: 100088199

Funding Account(s):

Comments:



BRUCE ELFANT

TAX ASSESSOR - COLLECTOR
VOTER REGISTRAR

Date: October 22, 2014
To: Lori Clyde, Purchasing Agent Assistant
From: Renea Deckard, Associate Deputy *RD*
Subject: Modification Contract # 31 MA960322 Easy Access, Inc.

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The Tax Office requests modification # 31 to be placed on the Commissioner's Court agenda. In 2004 software contract MA960322 modification # 8 allowed real time property tax information to be accessed by citizens through the internet. This included on-line payments posted immediately to the live system. Payments are accepted by both credit cards and electronic checks 'eChecks' using EZ-Netpay electronic payment gateway. Modification #31 updates the services provided by the vendor and the fee schedule as follows:

1. Customers will pay \$1.00 per eCheck written
2. Travis County will pay:
 - A. \$2.50 for 10,000 or less eChecks submitted for a 12 month period or
 - B. \$2.25 for 10,001 - 15,000 eChecks submitted for a 12 month period or
 - C. \$2.00 for 15,001 or greater # eChecks submitted for a 12 month period
 - D. The maximum amount paid by Travis County within a 12 month period is \$40,000

In considerations, Easy Access Inc. will provide essential services resolving issues between payers and their financial institution; including but not limited to resolving incorrect account numbers and customers exceeding their check amount limit.

The funds have been reserved in the Tax Office Property Tax Collections Division budget (1080030001) funds reserve # 100088199. If you have further questions please feel free to contract me directly at ext. 49632

MODIFICATION OF CONTRACT NUMBER: 4400000562/MA960322 – Tax Office Computer System
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ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 16, 2014
ISSUED TO: Easy Access, Inc. 4200–A N Bicentennial Dr. McAllen, Texas 78504 (956) 682-3466 (v) (956) 682-0906 (f)	MODIFICATION NO.: 31	EXECUTED DATE OF ORIGINAL CONTRACT: December 13, 1994

ORIGINAL CONTRACT TERM DATES: February 28, 2003–February 29, 2004 CURRENT CONTRACT TERM DATES: March 1, 2014– February 28, 2015

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 288,850.00 Current Modified Amount \$ 1,071,429.24

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

This modification (the “Modification”) replaces the Fee Schedule in Exhibit B of the Contract to the extent the schedule relates to electronic checks, and adds the following terms to the Contract:

1. All electronic checks will carry only a \$1.00 charge to be paid by the Customer at the time of transaction; and
2. An additional fee (the “Fee”) will be charged to Travis County for each Customer-generated electronic check, using the following schedule of charges below, for the period November 1, 2014 to February 28, 2015:

- A. \$2.50 fee per electronic check if the total number of electronic checks are 10,000 or less for the 12-month period stated above; or
- B. \$2.25 fee per electronic check if the total number of electronic checks are between 10,001 and 15,000 for the 12-month period stated above; or
- C. \$2.00 fee per electronic check if the total number of electronic checks are exceed 15,001 for the 12-month period state above.
- D. Under no circumstances will the total Fee for the number of electronic checks exceed \$40,000.00 for the 12-month period stated above.
- E. At this Modification's execution, Travis County will pay Contractor a one-time payment of X (where x is the sum total of what the county would have been billed from March to October). After that, for services rendered beginning November 1, 2014, billing will occur monthly based on the total number of electronic checks at the lowest rate described above, with a final reconciliation billing in the 12th month of the 12-month period stated above.

Note to Vendor:

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

3. Contractor promises, under this Modification, to resolve with a Customer and the Customer's financial institution, without involving Travis County, all aspects of electronic checks that are returned by the Customer's financial institution, including for Customer's use of an incorrect account number and Customer's exceeding an electronic transfer/electronic check amount limit.
4. As compensation for Contractor's performance under this Contract, Travis County will pay Contractor the sum indicated in this Modification. Contractor will submit to the Travis County Auditor an invoice detailing performance. Contractor will not, however, submit invoices until County has accepted the performance. County will pay Contractor within thirty (30) days of the receipt of an acceptable invoice by the Travis County Auditor. At minimum invoices will include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract, Purchase Order, or Delivery Order number; (iii) identification of the services performed as in this Contract; and (iv) any additional payment information that may be called for by this Contract. Accrual and payment of interest on overdue payments will be governed by Tex. Gov't Code, ch. 2251.
5. To the extent of any conflict between the terms of the Contract and this Modification, the terms of the Modification control.