

**Briefing Summary of the
Draft Amended and Restated Contract
between the
City of Austin and InterCare Corporation
for the
Management and Operation of City-Owned Cemeteries**

Executive Summary

The City of Austin and InterCare Corporation began a process to consolidate and restate business terms of the current contract and attachments which were found by the Office of the City Auditor to be in conflict, unclear or not identified for the ongoing operation and maintenance of the City's five (5) municipal cemeteries.

The following sections identified herein, are terms that have been added, deleted or restated in an effort to have one comprehensive document that addresses the auditors findings. The prior attachments that established Maintenance Modes I, II or III have been deleted in favor of incorporating specific conditions within the body of the main agreement.

The final draft of the restated agreement is subject to review and approval by the Austin City Council. Please address any inquiries to Gilbert Hernandez at (512) 974-6742 or at gilbert.hernandez@ci.austin.tx.us.

Abstract of changes, additions to the draft restated agreement.

1. Parties to the agreement: No Change.
Contract remains between the City of Austin and InterCare Corporation.
2. Term of the agreement: No Change
Contract term remains the same. The initial term of the agreement is from October 1, 2006 through September 30, 2016. City may extend the agreement for two additional five year periods.
3. Compensation: No Change:
InterCare Corporation shall continue to be compensated based on the terms established in the original agreement and as identified in Exhibit B.
4. Termination without cause: Restated.
Either party shall have the right to terminate the agreement with 180 day notice to the other party.
5. Contractors Performance Bond: Deleted.
\$60,000 contractor's performance bond deleted as the original bond amount is insufficient to continue operations in the event of default and the cancellation notice periods by either party have been increased.
6. Initial Payment to Contractor of \$60,000: Deleted
City's initial payment to Contractor was included to assist a new vendor assume cemetery management with working capital, as InterCare was the selected and prior contractor, this working

capital was not required as the transition between contract periods was with the same vendor and no service interruption occurred nor was working capital requested by InterCare.

7. Place and Condition of Work:

- a. City shall provide the Contractor access and use of the sites where the Contractor is to perform the services as required
- b. Deleted City provision to provide conference areas and City's responsibilities to require arranging all meetings between Contractor and City Staff.

8. Right to Audit: Restated

City retains right to audit and review all records of Contractor. City also requires annual audit to be delivered directly from independent certified public accountant selected by the City.

9. Living Wages and Benefits: No Change.

Contractor shall continue to pay hourly employees a minimum living wage equal to or greater than \$10.00 per hour.

10. Scope of Work

a. Cemetery Operations: Restated

- i. Administration now includes execution and recording of deeds.
- ii. Space sales and associated products
- iii. Internment Services now includes funeral setup, grave liner sales and installation and associated administrative services
- iv. Grounds maintenance now includes a reference to specific tree maintenance.
- v. Added Monument installation oversight responsibilities

b. Mapping: Restated

- i. Contractor shall maintain a map of each cemetery and record book that records the date remains are received and interred in compliance with State code.

c. Internment Services: Restated

- i. Clearing of Gravesites. Within 10 days of initial opening and closing, graves are to be cleared, sunk and leveled. Within 20 days following initial leveling, perform a follow-up leveling and re-vegetate gravesite
- ii. Monument Leveling: Contractor shall be responsible for leveling or straightening markers or memorials that endanger the public as determined and negotiated in good faith by the City and the Contractor

d. Grounds Maintenance: Restated

- i. Mowing and trimming shall be accomplished on an average 7-14 day cycle adjusted for seasonal demands
- ii. Added turf aerification twice per year
- iii. Grave sinking now requires leveling 20 days after initial leveling, either by over seeding or using existing turf or new sod.
- iv. Re-vegetation now defined as needed and as feasible to maintain consistent turf coverage
- v. Tree maintenance, trimming and pruning done at least twice per year to remove diseased or dead material and to raise canopies from ground level to 8 feet. Always remove unsafe conditions.

- vi. Watering, Contractor shall:
 - 1. Irrigate all cemeteries where existing irrigation systems exist as necessary to sustain established and new turf, plants, trees, shrubs and other vegetation.
 - 2. Contractor shall perform regular irrigation in compliance with the City of Austin's water conservation program.
 - 3. Annual Water Budget. Contractor shall be responsible for the first \$50,000 of annual water fees, City of Austin shall reimburse Contractor for water fees billed in excess of \$50,000. Contractor shall maintain financial responsibility for all other utilities.
 - 4. Contractor shall maintain irrigation system in good condition as originally received for the duration of the agreement
 - 5. Watering by the public. The general public may hand water individual plots to supplement watering done by the Contractor at any time.
- vii. Turf: Added
 - 1. Beginning October 1, 2011. Contractor agrees to sod with drought resistant turf. Acceptable turfs are: Zoysia, Bermuda and Buffalo turfs
- viii. Acceptable Vegetation: Added
 - 1. Contractor agrees to work with the City and the general public to create and maintain a list of native and drought tolerant vegetation that the general public can plant to enhance memorials and plots.
 - 2. Contractor shall ensure that vegetation is planted in areas that do not negatively impact the Contractors ability to maintain cemeteries and existing infrastructure.
- e. Facility Repair Maintenance Improvements: Restated
 - i. The Contractor is responsible for minor repairs and maintenance which are defined as those repairs and maintenance that are less than \$200 per repair. For repairs that exceed \$200, Contractor will submit to the City an Operator Action Request for consideration and written approval.
- f. Cemetery Roads and Walkways: Restated
 - i. Contractor shall provide routine pothole and minor road and walkway repair for all cemeteries
- g. Recordkeeping, Added
 - i. Contractor shall now track the number of customer complaints, type of complaint and resolution using the City's 311 system
- h. Accounting and Reporting Systems, Restated
 - i. City and Contractor shall work to implement a computer based cemetery management system to facilitate integrating cemetery operations from a manually based system to a computer based system.