



## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 8, 2012

**Prepared By/Phone Number:** David Walch 4.6663 / Marvin Brice

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No.9 to Contract No. IL070209VR with Envision Central Texas for Regional Planning Activities.**

- **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.

Through this agreement, Envision Central Texas provides a regional planning effort studying the future growth in Central Texas, as it relates to the environment, land use, transportation and communities.

This Modification No. 9 revises the program deliverables for the January 1, 2012 through December 31, 2012 contract term. Revisions include the refinement and clarification of planning activities, community partnerships and engagement of the Texas Legislature and the CAMPO Board. The \$25,000 funding level is not impacted by these changes.

Modification No. 8 extended the contract from January 1, 2012 through December 31, 2012 and provided the 2012 program deliverables at a cost of \$25,000.00.

Modification No. 7 extended the contract from January 1, 2011 through December 31, 2011 and provided the 2011 program deliverables at a cost of \$25,000.00.

Modification No. 6 changed the mailing address to 6800 Burleson Road, Bldg 310, Suite 165, Austin, TX 78744.

Modification No. 5 extended the term of the contract from January 1, 2010 through December 31, 2010 and provided the 2010 program work deliverables at a cost of \$25,000.00. Delays in executing this

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

modification to extend the contract resulted from deliverables development and identifying continuing funding. Therefore it was requested that the Court ratify and approve Modification No. 5 effective January 1, 2010.

Modification No. 4 revised the 2009 program work deliverables.

Modification No. 3 extended the contract from January 1, 2009 through December 31, 2009, and provided the 2009 program work deliverables at a cost of \$25,000.00.

Modification No. 2 extended the contract expiration date from March 27, 2008 through December 31, 2008, and provided the 2008 program work deliverables at a cost of \$25,000.00.

Modification No. 1 was processed internally as an administrative modification. The contractor facility and mailing address changed.

- **Contract Expenditures:** Within the last 12 months \$25,000.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount:	\$25,000.00
Contract Type:	Professional Services
Contract Period:	Upon Execution through March 27, 2008

- **Contract Modification Information:**

Modification Amount:	\$25,000.00
Modification Type:	Bi-lateral
Modification Period:	January 1, 2012 – December 31, 2012



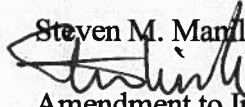
**TRANSPORTATION AND NATURAL RESOURCES**  
**STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

411 West 13<sup>th</sup> Street  
Executive Office Building, 11<sup>th</sup> Floor  
P. O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

April 9, 2012

**MEMORANDUM**

TO: Cyd Grimes, County Purchasing Agent

FROM:  Steven M. Manilla, County Executive, TNR

SUBJECT: Amendment to Interlocal Agreement – Envision Central Texas

TNR is requesting that your staff amend the following agreement:

<u>CONTRACT</u>	<u>VENDOR</u>	<u>AMOUNT</u>
IL070209VR	Envision Central Texas	\$25,000

Please amend the above referenced agreement to include the attached changes. The invoice for FY12 has already been paid on check number 966792. No additional payment is required.

If you should have any questions or need further information, please call Sydnia Crosbie at 854-7682.

RECEIVED  
APR 10 2012  
TRAVIS COUNTY  
PURCHASING OFFICE

SC:SMM:sc

**MODIFICATION OF CONTRACT NUMBER: IL070209VR – Regional Planning/Studying**

PAGE 1 OF 15 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA, STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>David Walch</b> TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>April 10, 2012</b>
ISSUED TO: Envision Central Texas 6800 Burleson Road, Ste 310 Austin, Texas 78744 Attn: Diane Miller	MODIFICATION NO.: <b>9</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>March, 27 2007</b>
ORIGINAL CONTRACT TERM DATES: <u>03/27/07 -03/31/08</u>		CURRENT CONTRACT TERM DATES: <u>01/01/12 -12/31/12</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$ 25,000.00 Current Modified Amount \$ 150,000.00

**DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:**

- A. In accordance with the current contract period of Services Agreement, "Attachment 3-- Envision Central Texas Deliverables for 2012 Contract with Travis County" – Is hereby deleted in its entirety and replaced with the revised "Attachment 3: Amended and Restated Envision Central Texas Agreement" effective upon execution of this Modification 9, attached hereto, and made a part hereof. The modified program deliverables have been agreed upon by both parties.
- B. In addition to the revised Attachment 3, Envision Central Texas will engage with the Texas Legislature on appropriate county powers to address growth management and incompatible land uses. Envision Central Texas will formally engage the CAMPO Board on regional transportation issues.
- B. This Modification does not change the contract rate of \$25,000.00 for the current contract period.

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

**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: <u>Envision Central Texas</u>	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: <u>Sally W. Campbell</u> SIGNATURE	
BY: <u>Sally W. Campbell</u> PRINT NAME	DATE: <u>4/10/12</u>
TITLE: <u>Executive Director</u> ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>MB</u> CYD V GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</u>	







Executive Director  
Envision Central Texas  
6800 Burleson Road  
Building 310, Suite 165  
Austin, Texas 78744

5. This Agreement is governed by the laws of the State of Texas. All obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
6. All oral and written understandings between the parties as to this Agreement have been reduced to writing and are contained in this Agreement.
7. NO OFFICIAL, REPRESENTATIVE, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS CONTRACT EXCEPT PURSUANT TO SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.
8. If a portion of this Agreement is ruled invalid by a court with jurisdiction to hear the matter, the remainder of this Agreement shall be construed as if that portion were not included in this Agreement and the remaining provisions of this Agreement shall remain valid and binding.
9. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns, including without limitation, any receivers, administrators, or trustees in bankruptcy.
10. All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.
11. The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.
12. This Agreement is hereby ordered to be exempt from the bidding requirements of the County Purchasing Act, as it is a contract for personal or professional services.
13. Envision Central Texas agrees to and shall provide annual accounting of activities and expenditures of any funds received pursuant to this Agreement and the County shall have the right at a reasonable time and place to be agreed upon by the Parties to inspect and audit the records of Envision Central Texas with respect to this Agreement.
14. Notwithstanding anything to the contrary herein, if the ECT is delinquent in the payment of property taxes at the time of invoicing, ECT hereby assigns any payments to be made for



services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

15. **FORFEITURE OF AGREEMENT.** ECT will forfeit all benefits of this Agreement and the County will retain all performance by ECT and recover all consideration, or the value of all consideration, paid to ECT pursuant to this Agreement if:

- (i) ECT was doing business or has done business during the 365-day period immediately prior to the date of execution of this Agreement with one or more Key Contracting Persons; or
- (ii) ECT does business with a Key Contracting Person after the date of execution of this Agreement and prior to full performance of this Agreement.

15.1 "Was doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- (c) but does not include:
  - (1) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
  - (2) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by ECT in the ordinary course of its business; or
  - (3) a transaction for a financial service or insurance coverage made on behalf of ECT if ECT is a national or multinational corporation by an agent, employee or other representative of ECT who does not know and is not in a position that he or she should have known about the Agreement.

15.2 "Key Contracting Person" means any person or business listed in Exhibit A to Attachment 2, attached hereto and made a part hereof.

15.3 This section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

16. IF ECT FAILS TO MEET ITS OBLIGATIONS UNDER THIS AGREEMENT, ECT MUST RETURN TO THE COUNTY, BY OCTOBER 1, 2013, ALL FUNDS RECEIVED FROM THE COUNTY IN FY2012. THIS PROVISION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.



17. **FUNDING OUT.** Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, the County may terminate this Agreement after giving ECT 30 days' written notice that this Agreement is terminated due to the failure to fund it.
18. **PAYMENTS.** Payment will be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized County offices and/or departments.

Travis County Auditor's Office  
P. O. Box 1748  
Austin, Texas 78767

- 18.1 In order to be considered "correct and complete," an invoice must include at least the following information:
- (a) Name, address, and telephone number of ECT and similar information in the event payment is to be made to a different address,
  - (b) County Agreement, Purchase Order, or Delivery Order number,
  - (c) Identification of items or services as outlined in the Agreement,
  - (d) Quantity or quantities, applicable unit prices, total prices, and total amount, and
  - (e) Any additional payment information which may be called for by this Agreement.

ECT must also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by the County to document the progress of the work.

- 18.2 **DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.**
- (a) In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of ECT to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of ECT, or an agent or assignee of ECT until:
    - (1) the County Treasurer notifies ECT in writing that the debt is outstanding; and
    - (2) the debt is paid.
  - (b) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.
  - (c) County may apply any funds County owes ECT to the outstanding balance of debt for which notice is made under section 18.2(a) above, if the notice includes a statement that the amount owed by the County to ECT may be applied to reduce the outstanding debt.



19. INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
20. TAXPAYER IDENTIFICATION. ECT must provide the County 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 County Auditor before any funds are payable under this Agreement.
21. EQUAL OPPORTUNITY IN EMPLOYMENT. ECT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Attachment 3, attached hereto and made a part hereof. In Attachment 3, "CONSULTANT" means ECT.
22. INDEMNITY. To the fullest extent allowable by law, ECT indemnifies and hold harmless the County from and against all claims, losses, and damages caused by action or liability of any kind for injuries or death of any person or damage to any property, arising out of or in connection with work done by ECT, its officers, agents, or employees under this Agreement.
23. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
24. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by a court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. 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 Section 154.073 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality.
25. GRATUITIES. The County may terminate this Agreement if it is found that gratuities of any kind including entertainment, or gifts were offered or given by ECT or any agent or representative of ECT, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the County pursuant to this provision, the County will be entitled, in addition to any other rights and remedies, to recover from ECT at least three times the cost incurred by ECT in providing the gratuities.
26. CIVIL RIGHTS/ADA COMPLIANCE. ECT must provide all services and activities required in a manner that would 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] as if ECT were an entity bound to comply with these laws. ECT must not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
27. NO WAIVER OF IMMUNITY. It is expressly understood and agreed by the Parties that neither the execution of this Agreement nor any conduct of any representative of ECT or the County



relating to this Agreement will be considered to waive, nor will 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 will it be considered a waiver of sovereign immunity to suit.

28. **MONITORING.** The County reserves the right to perform periodic on-site monitoring of ECT's compliance with the terms of this Agreement and of the adequacy and timeliness of ECT's performance under this Agreement. After each monitoring visit, the County will provide ECT with a written report of the monitor's findings. If the report notes deficiencies in ECT's performances under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by ECT. ECT must take action specified in the monitoring report prior to the deadlines specified.
29. ECT is an independent contractor under this Agreement. Neither ECT nor any officer, agent, servant, or employee of ECT will be classified as an employee or servant of the County.
30. TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by the County or any of its officials, employees, agents or representatives in connection with this Agreement is subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions, and letter rulings issued by the Texas Attorney's General Office.
31. CONFLICT OF INTEREST QUESTIONNAIRE. If required under Chapter 176 Texas Local Government Code, ECT shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, ECT shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. ECT shall file an updated, completed questionnaire ECT should note that the law requires that Travis County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information that is excepted from disclosure under the Texas Public Information Act. As between the County and ECT, ECT shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.
32. INTERPRETATION. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.
33. INCORPORATION OF ATTACHMENTS. The attachments and exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim.

EFFECTIVE AS OF THE LATER DATE SET FORTH BELOW

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_

Date: \_\_\_\_\_



Samuel T. Biscoe, Travis County Judge

IL070209VR

CENTRAL TEXAS REGIONAL  
VISIONING PROJECT DBA  
ENVISION CENTRAL TEXAS

By: *Sally Campbell*  
Sally Campbell, Executive Director

Date: 8/12/12



## Attachment 1 Envision Central Texas Deliverables for 2012 Contract with Travis County

- I. Our Mission:**  
Envision Central Texas serves as a catalyst for regional cooperation and planning in order to realize a common vision for Central Texas which preserves and enhances our natural resources, economic vitality, social equity and overall quality of living.
- II. Our Imperative:**  
We must improve how we grow in order to sustain our region's quality of life and competitiveness. The focus of ECT is on what, where and when we build, and how that impacts natural resources and mobility.
- III. ECT Program:**
- ECT will improve coordination of regional planning and infrastructure
  - ECT will advocate for policies, tools and resources to support the vision
  - ECT will offer services that support livability of the region and advance the vision
- A. Regional Planning**
- **ECT will conduct outreach and demonstration site tasks connected with the \$3.7 million federal Sustainable Communities Regional Planning Grant.** As a key member of the regional consortium which secured the HUD-DOT-EPA grant, ECT will help accomplish the committed work in association with the regional consortium of CAPCOG, CAMPO, Austin, Round Rock, San Marcos, UT-Austin, ACCD, Texas State, and Bastrop, Caldwell, Hays, Travis, and Williamson Counties. The grant will be used to develop cutting-edge tools and plans that will help us create the region we want. *Note: this particular grant activity was delayed from 2011 due to HUD and vendor negotiations and issues.*
  - **ECT will convene four Central Texas Planner Roundtables** with agency, jurisdiction and private sector planners about quality growth issues in Central Texas. These meetings will center on the challenges of planning for sustainable growth in Central Texas and increasing mobility. This year the frequency of these roundtables will be increased to quarterly and the location rotated among the various jurisdictions.
  - **Livability Ratings-** ECT will research best practices and develop suitable tools and reports on the region.
- B. Special Events**
- **ECT will convene *Seventh Annual ECT Community Stewardship Awards Luncheon*** in May where outstanding and innovative people, projects and processes are spotlighted before an audience of regional leaders. The event will feature a well-known keynote speaker on regional planning and coordination.
  - ECT will convene a **Legislative Preview Luncheon Forum** in November featuring members of the Texas legislature and previewing the likely issues affecting Central Texas at the 83rd Texas Legislative Session.
  - **Sustainable Communities Conference**  
ECT will launch a new Sustainable Communities Conference with a professional focus that will have tracks for those interested in earning continuing education credits such as planners, engineers, lawyers, architects, etc.



- **Central Texas Growth and Connectivity Forum**

ECT will spotlight Central Texas growth and connectivity issues at a new regional forum. This forum may be held as the culminating event for the Sustainable Communities Conference (see above).

**C. Issues and Advocacy**

- ECT will continue its legislative education and advocacy work about county growth management, transportation funding and water management
- ECT will engage with the Texas Legislature on appropriate county powers to address growth management and incompatible land uses.
- ECT will formally engage the CAMPO Board on regional transportation issues.

**D. Committees and Work Groups**

- ECT will work to advance its vision and accomplish its 2012 Program of Work through the involvement of its committees and work groups made up of Central Texas volunteers. Those groups include:
  - Capital Area Texas Sustainability Consortium
  - Community Design Committee
  - Community Outreach Committee
  - County Growth Management Work Group
  - Development Work Group
  - Issue Resolution Work Group
  - Natural Infrastructure Committee
  - Professional Education Work Group
  - Transportation and Land Use Committee
  - Water Resources Management Work Group
  - Vision Alignment/Benchmarking Work Group

**Contact:**

Sally W. Campbell  
Executive Director  
Envision Central Texas  
[scampbell@envisioncentraltexas.org](mailto:scampbell@envisioncentraltexas.org)  
512-916-6037

**ATTACHMENT 2  
ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

Date: 3/12/12  
Name of Affiant: Sally Campbell  
Title of Affiant: Executive Director  
Business Name of Contractor: EMISION Central TEXAS  
County of Contractor: TRAVIS

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this contract which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Sally Campbell  
Signature of Affiant

6800 Burleson Rd., Bld. 310, Ste. 165  
Austin, TX 78744  
Address

SUBSCRIBED AND SWORN TO before me by Catondra L. Thomas  
on March 12, 2012



Catondra L. Thomas  
Notary Public, State of Texas  
Catondra L. Thomas  
Typed or printed name of notary  
My commission expires: 08-22-2013



**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
February 14, 2012

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	Cheryl Aker	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse) .....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Karen Huber	
Commissioner, Precinct 3 (Spouse) .....	Leonard Huber	Retired
Executive Assistant .....	Garry Brown	
Executive Assistant .....	Lori Duarte	
Executive Assistant .....	Jacob Cottingham	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Susan Spataro, CPA	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget .....	Leroy Nellis, Interim	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	Joe Harlow	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Tamara Armstrong	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	



Attorney, Transactions Division ..... Tenley Aldredge  
 Director, Health Services Division ..... Beth Devery  
 Attorney, Health Services Division ..... Prema Gregerson  
 Purchasing Agent ..... Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent ..... Marvin Brice, CPPB  
 Assistant Purchasing Agent ..... Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV ..... Vacant  
 Purchasing Agent Assistant IV ..... Lee Perry  
 Purchasing Agent Assistant IV ..... Jason Walker  
 Purchasing Agent Assistant IV ..... Richard Villareal  
 Purchasing Agent Assistant IV ..... Patrick Strittmatter\*  
 Purchasing Agent Assistant IV ..... Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV ..... Scott Wilson, CPPB  
 Purchasing Agent Assistant IV ..... Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV ..... George R. Monnat, C.P.M., A.P.P.  
 Purchasing Agent Assistant IV ..... John E. Pena, CTPM  
 Purchasing Agent Assistant III ..... Shannon Pleasant, CTPM\*  
 Purchasing Agent Assistant III ..... David Walch  
 Purchasing Agent Assistant III ..... Michael Long, CPPB  
 Purchasing Agent Assistant III ..... Elizabeth Corey, C.P.M.  
 Purchasing Agent Assistant III ..... Rosalinda Garcia  
 Purchasing Agent Assistant III ..... Loren Breland, CPPB  
 Purchasing Agent Assistant III ..... Nancy Barchus, CPPB  
 Purchasing Agent Assistant III ..... Jesse Herrera, CTP, CTPM, CTCM\*  
 Purchasing Agent Assistant II ..... C.W. Bruner, CTP  
 HUB Coordinator ..... Sylvia Lopez  
 HUB Specialist ..... Betty Chapa  
 HUB Specialist ..... Jerome Guerrero  
 Purchasing Business Analyst ..... Scott Worthington  
 Purchasing Business Analyst ..... Jennifer Francis

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of</u> <u>Expiration</u>
Purchasing Agent Assistant IV .....	Oralia Jones, CPPB .....	07/31/12
County Executive, Planning & Budget .....	Rodney Rhoades .....	08/19/12
Purchasing Agent Assistant IV .....	Diana Gonzalez.. .....	12/16/12

\* - Identifies employees who have been in that position less than a year.



**ATTACHMENT 3**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. the CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish, upon written request, all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. the CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County or Federal Agency the CONSULTANT may request the County and United States to enter into such litigation to protect the interest of the United States.