



Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012

Prepared By/Phone Number: David A. Salazar 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action to Approve Revenue Contracts with Boys and Girls Club of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy for After School Enrichment Services Provided through the Texas AgriLife Extension Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Texas AgriLife Extension Service provides a variety of educational programs for County youth and adults throughout Travis County. Using a combination of general fund money, grant, and revenue generated from contracts with partner agencies such as those the subject of this item, Travis County is able to operate programs that provide hands-on learning experiences that, not only, aid youth in becoming successful adults, but also reduce risk-taking behaviors that could inhibit their success. Typically, programs run four days per week during the school year and focus on science and technology, environmental education, outdoor education and life skills.

Currently, three of the five contracts for the 2012-2013 school year are ready for signature:

Boys and Girls Clubs of the Austin Area - \$13,440;
Cedars International Academy - \$1,015; and
Texas Empowerment Academy - \$2,100.

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.

The two that are in the process of being drafted are:

Austin Independent School District - \$210,000; and
Del Valle Independent School District - \$66,144.

STAFF RECOMMENDATIONS:

Staff recommends approval of the revenue contracts with Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy for After School Enrichment Services.

ISSUES AND OPPORTUNITIES:

These revenue contracts will help Travis County fund the afterschool programs already in place. Studies show that students who participate in afterschool programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic behavior.

FISCAL IMPACT AND SOURCE OF FUNDING:

The revenue contracts with the Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy will provide a total of \$16,555 during the 2012-2013 school year.

REQUIRED AUTHORIZATIONS:

Dolores Sandmann, Director, Texas AgriLife Travis County
Mary Etta Gerhardt, Assistant County Attorney

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**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: September 4, 2012

TO: Members of the Commissioners Court

FROM: *Sherri E. Fleming*
Sherri E. Fleming, County Executive for
Travis County Health and Human Services and Veterans Service

SUBJECT: After-school revenue contracts

Proposed Motion:

Consider and take appropriate action to approve revenue contracts with Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy for after-school enrichment services provided by Travis County through the Texas AgriLife Extension office.

Summary and Staff Recommendations:

The Texas AgriLife Extension Service provides after-school programming at various locations in Travis County. AgriLife uses a combination of General Fund money, grant money and money from revenue contracts to operate these programs which provide hands-on learning experiences that not only help youth become successful adults but also reduce risk-taking behaviors that inhibit success. The programs run four days a week during the school year and focus on science and technology, environmental education, outdoor education, and life skills.

Three of the five revenue contracts for the 2012-2013 school year are ready for signature:

Boys and Girls Clubs of the Austin Area - \$13,440;
Cedars International Academy - \$1,015; and

Texas Empowerment Academy - \$2,100.

Two others are still being drafted:
Austin Independent School District - \$210,000; and
Del Valle Independent School District - \$66,144.

TCHHSVS staff recommends approving these contracts.

Budgetary and Fiscal Impact:

The revenue contracts with the Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy will provide a total of \$16,555 during the 2012-2013 school year.

Issues and Opportunities:

These revenue contracts will help Travis County fund the after-school programs. Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance.

Background:

The Texas AgriLife Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas AgriLife Extension Service
Nicki Riley, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing Office

**PROFESSIONAL SERVICES CONTRACT
BETWEEN CEDARS INTERNATIONAL ACADEMY
AND TRAVIS COUNTY
FOR AFTERSCHOOL YOUTH ENRICHMENT SERVICES**

This Contract for Afterschool Youth Enrichment Services through the Travis County 4-H Capital Project ("Contract") is entered into by and between Cedars International Academy, a public charter school in Texas ("Academy") and Travis County, Texas, a political subdivision of the State of Texas ("County"), referred to collectively as "Parties".

WHEREAS, Academy seeks to provide services as part of their ACE program for youth enrolled in their school; and

WHEREAS, County is authorized to provide certain services to qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws; and seeks to provide Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County;

WHEREAS, Academy and County desire to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 COUNTY RESPONSIBILITIES

- 1.1 County agrees to provide qualified youth with Capital 4-H Project activities that focus on science, engineering and technology at dates and times upon mutual agreement of the parties.

2.0 COMPENSATION, BILLING AND PAYMENT

- 2.1 Fee. Academy agrees to pay County for the services provided pursuant to the terms of this Contract at a rate of \$32.00 per hour, limited to a total payment for the contract term not to exceed \$1,015.00.

- 2.2 Invoicing. County shall invoice Academy on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

2.2.1 Invoice Number

2.2.2 Location and Dates of Service

2.2.3 Class length for each date(hours per class)

2.2.4 Total Hours for the Month

2.2.5 Hourly rate

- 2.3 Timely Payment. The Academy shall pay County upon receipt of invoice, and no later than thirty (30) days from such receipt.

3.0 TERM

- 3.1 Term of Contract. The Initial Term of this Contract shall begin on the day all parties fully execute this Contract and shall continue through July, 31, 2013, unless sooner terminated as provided herein.
- 3.2 Term of Renewal. Subject to continued funding by the Academy, this Contract shall thereafter automatically renew on August 1 of each year for succeeding terms of one year, unless sooner terminated as provided herein. Any automatic renewal will be with the understanding that all terms and conditions remain unchanged unless the Contract is specifically amended pursuant to Section 7.5 of the Contract.

4.0 TERMINATION

- 4.1 Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.
- 4.2 Academy acknowledges and agrees to pay County just and equitable compensation for any satisfactory work completed prior to the date of termination.

5.0 CRIMINAL HISTORY RECORD INFORMATION

- 5.1 As used in this Section 5, the term "covered employee" shall mean an individual employed by County or an approved consultant of County who has or will have continuing duties on property of the Academy ("Academy Property") related to the services to be performed in connection with this Contract and has or will have direct contact with students. The terms "continuing duties" and "direct contact with students" shall have the meanings designated for such terms in 19 Texas Administrative Code §153.1101. The Academy will be the final arbiter of what constitutes continuing duties and direct contact with students. By way of example, but not limitation, if an individual employed by County or an approved consultant of County has continuing duties (duties that are performed on a regular, repeated basis rather than infrequently or one time only) related to services to be performed under this contract and will enter Academy Property when one or more students are present to provide such services without supervision by a certified educator or other professional Academy employee, such

individual will be a covered employee for purposes of this Section 5. County shall, at its sole cost and expense, comply with the provisions of Texas Education Code ("TEC") §22.0834 and the further provisions of this Contract with regard to each covered employee.

5.2 Prior to the performance of any services under this Contract by County or an approved consultant, County shall obtain with respect to its covered employees and cause each approved consultant under this Contract to obtain with respect to its covered employees, the national criminal history record information (fingerprint-based criminal history) as defined in TEC §22.081 for each such covered employee. County shall not assign or allow any employee or approved consultant who has a disqualifying criminal history to provide services under this Contract. A disqualifying criminal history for this Contract includes a conviction for a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under TEC Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or who has been convicted of one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above. If during the period County is performing services under this Contract either the County or the Academy receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this Contract, County shall prohibit the employee or approved consultant from providing services under this Contract. In addition, whenever such updated criminal history information is received by County, County shall notify the Academy of same within three (3) business days following receipt of the information.

5.3 County shall maintain at all times a current and accurate list of all covered employees performing services under this contract (as updated from time to time, the "List of Covered Employees") which contains the following information for each covered employee: (i) full name; and (ii) Texas driver's license or other identification number.

5.4 Prior to the performance of any services under this contract by an employee of County or any approved consultant, County shall deliver to the Academy (i) County's duly completed and executed original certification on the applicable form attached hereto as Attachment A ; and (ii) for each approved consultant under this contract contracting directly with County (each a "Consultant"), the duly completed and executed original certification of Consultant on the applicable form provided by the Academy ("Consultant Certification").

6.0 ATTACHMENTS

6.1 The attachments enumerated below are hereby made a part of this Contract.

6.1.1 Attachment A Criminal History Record Certification Form

6.1.2 Attachment B W-9 for Travis County

7.0 GENERAL PROVISIONS

- 7.1 Law and Venue. This Contract will be governed by the laws of the State of Texas. All obligations under this Contract will be performable in Travis County, Texas and it is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.
- 7.2 Immunity. Neither Party waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Contract and performance of the functions and obligations described herein.
- 7.3 Legal Requirements. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Contract. This Contract is subject to all applicable present and future valid laws governing the programs applicable to school districts and/or counties. In the event that any of the Parties hereto are required by law or regulation to perform any act inconsistent with this Contract, or to cease performing any act required by this Contract, this Contract shall be deemed to have been modified to conform with the requirements of such law or regulation.
- 7.4 Entire Agreement. All written or oral agreements between the Parties related 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. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.
- 7.5 Amendments. If changed conditions are encountered during the term of this Contract, or the Parties desire to make any changes, the Contract may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing and executed by both

Parties.

- 7.6 Records. Each Party shall maintain all records and documentation pertaining to this Contract and make such records available to the other Party for a period of three (3) years after termination of this Agreement or the resolution of any problems or issues, whichever occurs later. Each Party will provide reasonable access to such records to the other Party for as long as the records are retained.

8.0 NOTICE

8.1 Except where oral notice is specifically allowed under this Contract, any notice provided hereunder by either party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service. The notice will be deemed given on the day the notice is received. Notices must be delivered to the following addresses or at such addresses as may be later designated in writing. Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

For Academy:

Zac Carlson
ACE Program Site Coordinator
Cedars International Academy
8416 N. IH-35
Austin, TX 78753

For County:

The address for County for all notices and purposes under this Contract shall be:


Sherri Fleming
County Executive
Travis County Health and Human Services
P.O. Box 1748
Austin, TX 78767

With Copies To:

David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, TX 78767

IN WITNESS WHEREOF, the parties have executed this Contract as of the date(s) set forth below. The effective date of this Contract shall for all purposes be the date of the execution of the last to sign, whether Academy or County.

CEDARS INTERNATIONAL ACADEMY

By: 
Name: Sarah Daly
Title: Interim 2nd CCLE Project Director

Date: 8/27/12

TRAVIS COUNTY, TEXAS:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

ATTACHMENT A

Criminal History Record Certification Form

Travis County, through Travis County Health and Human Services and Veterans Services (“Contractor”), and the Cedars International Academy (the “Academy”) have entered into this agreement on the date all parties fully executed this agreement (the “Contract”). This Contractor Certification is provided to the Academy in accordance with Paragraph 5.4 of the Contract.

On behalf of the Contractor, I certify to the Academy that:

Contractor has obtained the criminal history record information from a finger-print based search through the Texas Department of Public Safety relating to each of its covered employees providing services under this Contract, as defined in Paragraph 5.1 of the Contract. None of the covered employees employed by Contractor performing services under the Contract has a disqualifying criminal history under Paragraph 5.2 of the Contract.

Date:

Signature

Printed Name:

Title:

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) County of Travis	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
Address (number, street, and apt. or suite no.) 314 West 11th Street	Requester's name and address (optional)
City, state, and ZIP code Austin, TX 78767	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : :
OR
Employer identification number
74 : : 6000192

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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BETWEEN TEXAS EMPOWERMENT ACADEMY
AND TRAVIS COUNTY
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WHEREAS, Academy seeks to provide services as part of their ACE program for youth enrolled in their school; and

WHEREAS, County is authorized to provide certain services to qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws; and seeks to provide Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County;

WHEREAS, Academy and County desire to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 COUNTY RESPONSIBILITIES

- 1.1 County agrees to provide qualified youth with Capital 4-H Project activities that focus on science, engineering and technology at dates and times upon mutual agreement of the parties.

2.0 COMPENSATION, BILLING AND PAYMENT

- 2.1 Fee. Academy agrees to pay County for the services provided pursuant to the terms of this Contract at a rate of \$32.00 per hour, limited to a total payment for the contract term not to exceed \$2,100.
- 2.2 Invoicing. County shall invoice Academy on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:
- 2.2.1 Invoice Number
 - 2.2.2 Location and Dates of Service
 - 2.2.3 Class length for each date(hours per class)
 - 2.2.4 Total Hours for the Month

educator or other professional Academy employee, such individual will be a covered employee for purposes of this Section 5. County shall, at its sole cost and expense, comply with the provisions of Texas Education Code ("TEC") §22.0834 and the further provisions of this Contract with regard to each covered employee.

5.2 Prior to the performance of any services under this Contract by County or an approved consultant, County shall obtain with respect to its covered employees and cause each approved consultant under this Contract to obtain with respect to its covered employees, the national criminal history record information (fingerprint-based criminal history) as defined in TEC §22.081 for each such covered employee. County shall not assign or allow any employee or approved consultant who has a disqualifying criminal history to provide services under this Contract. A disqualifying criminal history for this Contract includes a conviction for a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under TEC Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or who has been convicted of one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above. If during the period County is performing services under this Contract either the County or the Academy receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this Contract, County shall prohibit the employee or approved consultant from providing services under this Contract. In addition, whenever such updated criminal history information is received by County, County shall notify the Academy of same within three (3) business days following receipt of the information.

5.3 County shall maintain at all times a current and accurate list of all covered employees performing services under this contract (as updated from time to time, the "List of Covered Employees") which contains the following information for each covered employee: (i) full name; and (ii) Texas driver's license or other identification number.

5.4 Prior to the performance of any services under this contract by an employee of County or any approved consultant, County shall deliver to the Academy (i) County's duly completed and executed original certification on the applicable form attached hereto as Attachment A ; and (ii) for each approved consultant under this contract contracting directly with County (each a

may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing and executed by both Parties.

- 7.6 Records. Each Party shall maintain all records and documentation pertaining to this Contract and make such records available to the other Party for a period of three (3) years after termination of this Agreement or the resolution of any problems or issues, whichever occurs later. Each Party will provide reasonable access to such records to the other Party for as long as the records are retained.

8.0 NOTICE

8.1 Except where oral notice is specifically allowed under this Contract, any notice provided hereunder by either party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service. The notice will be deemed given on the day the notice is received. Notices must be delivered to the following addresses or at such addresses as may be later designated in writing. Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

For Academy:

David Nowlin – Superintendent
T.A. Unlimited Incorporated
Texas Empowerment Academy
3613 Bluestein Dr.
Austin, TX 78721

For County:

The address for County for all notices and purposes under this Contract shall be:

Sherri Fleming
County Executive
Travis County Health and Human Services
P.O. Box 1748
Austin, TX 78767

With Copies To:

David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, TX 78767

ATTACHMENT A

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Date:

Signature

Printed Name:

Title:

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
County of Travis	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
314 West 11th Street	
City, state, and ZIP code	
Austin, TX 78767	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : :
OR
Employer identification number
74 : 6000192

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**PROFESSIONAL SERVICES CONTRACT
BETWEEN BOYS & GIRLS CLUBS
AND TRAVIS COUNTY
FOR AFTERSCHOOL YOUTH ENRICHMENT SERVICES**

This Contract for Afterschool Youth Enrichment Services through the Travis County 4-H Capital Project ("Contract") is entered into by and between Boys and Girls Clubs of the Austin Area, a nonprofit organization ("BGCAA") and Travis County, Texas, a political subdivision of the State of Texas ("County"), referred to collectively as "Parties".

WHEREAS, BGCAA seeks to provide services for youth development during after school hours; and

WHEREAS, County is authorized to provide certain services to qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws; and seeks to provide Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County;

WHEREAS, BGCAA and County desire to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 COUNTY RESPONSIBILITIES

1.1 County agrees to provide qualified youth with Capital 4-H Project activities that focus on science, engineering and technology at dates and times upon mutual agreement of the parties.

1.2 County agrees to provide the Capital 4-H Project activities at the following locations:

- | | |
|--|--------------------|
| 1.2.1 Cook Elementary School: | 3 classes per week |
| 1.2.2 Overton Elementary School: | 2 classes per week |
| 1.2.3 McBee Elementary School: | 2 classes per week |
| 1.2.4 Wooldridge Elementary School: | 3 classes per week |
| 1.2.5 Burnet Middle School: | 2 classes per week |

1.3 County agrees to provide a copy of its W-9 tax form.

2.0 COMPENSATION, BILLING AND PAYMENT

- 2.1 Fee. BGCAA agrees to pay County for the services provided pursuant to the terms of this Contract at a rate of \$32.00 per hour, limited to a total payment for the contract term not to exceed \$13,440.00.
- 2.2 Invoicing. County shall invoice BGCAA on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:
 - 2.2.1 Invoice Number
 - 2.2.2 Location and Dates of Service
 - 2.2.3 Class length for each date(hours per class)
 - 2.2.4 Total Hours for the Month
 - 2.2.5 Hourly rate
- 2.3 Timely Payment. The BGCAA shall pay County upon receipt of invoice, and no later than thirty (30) days from such receipt.

3.0 TERM

- 3.1 Term of Contract. The Initial Term of this Contract shall begin on the day all parties fully execute this Contract and shall continue through July, 31, 2013, unless sooner terminated as provided herein.
- 3.2 Term of Renewal. Subject to continued funding by the BGCAA, this Contract shall thereafter automatically renew on August 1st of each year for succeeding terms of one year, unless sooner terminated as provided herein. Any automatic renewal will be with the understanding that all terms and conditions remain unchanged unless the Contract is specifically amended pursuant to Section 5.5 of the Contract.

4.0 TERMINATION

- 4.1 Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.
- 4.2 BGCAA acknowledges and agrees to pay County just and equitable compensation for any satisfactory work completed prior to the date of termination.

5.0 GENERAL PROVISIONS

- 5.1 Law and Venue. This Contract will be governed by the laws of the State of Texas. All obligations under this Contract will be performable in Travis County, Texas and it is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.
- 5.2 Immunity. Neither Party waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Contract and performance of the functions and obligations described herein.
- 5.3 Legal Requirements. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Contract. This Contract is subject to all applicable present and future valid laws governing the programs applicable to school districts and/or counties. In the event that any of the Parties hereto are required by law or regulation to perform any act inconsistent with this Contract, or to cease performing any act required by this Contract, this Contract shall be deemed to have been modified to conform with the requirements of such law or regulation.
- 5.4 Entire Agreement. All written or oral agreements between the Parties related 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. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.
- 5.5 Amendments. If changed conditions are encountered during the term of this Contract, or the Parties desire to make any changes, the Contract may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing and executed by both Parties.
- 5.6 Records. Each Party shall maintain all records and documentation pertaining to this Contract and make such records available to the other Party for a period of three (3) years after termination of this Agreement or the resolution of any problems or issues, whichever occurs later. Each Party will provide reasonable access to such records to the other Party for as long as the records are retained.

6.0 NOTICE

6.1 Except where oral notice is specifically allowed under this Contract, any notice provided hereunder by either party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service. The notice will be deemed given on the day the notice is received. Notices must be delivered to the following addresses or at such addresses as may be later designated in writing. Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

For BGCAA:

Mark Kiester
Chief Executive Officer
Boys & Girls Clubs of the Austin Area
5507 N IH-35 Suite 400
Austin, TX 78723

For County:

The address for County for all notices and purposes under this Contract shall be:
Sherri Fleming
County Executive
Travis County Health and Human Services
P.O. Box 1748
Austin, TX 78767

With Copies To:

David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, TX 78767

IN WITNESS WHEREOF, the parties have executed this Contract as of the date(s) set forth below. The effective date of this Contract shall for all purposes be the date of the execution of the last to sign, whether BGCAA or County.

Boys and Girls Clubs of the Austin Area

By: 

Name: Mark A. Kiester

Title: Check Executed

Date: 8/20/12

TRAVIS COUNTY, TEXAS:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____