

# Item 11



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 11, 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 Contract with Austin Independent School District (AISD) for After School Enrichment Services Provided through the Texas AgriLife Extension Office.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Texas AgriLife Extension Service provides afterschool programming at various locations in Travis County using a combination of money from the General Fund, grant funds and revenue contracts. The programs run four days a week during the school year and focus on science and technology, environmental education, outdoor education and life skills.

### **STAFF RECOMMENDATIONS:**

Staff recommends renewal of this contract.

### **ISSUES AND OPPORTUNITIES:**

This contract will fund afterschool programs. Studies show that students who participate in afterschool programs have fewer behavior problems, are equipped to constructively handle conflict, show improved social skills and enhanced academic performance.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

The revenue contract with AISD for the 2012 - 2013 school year is for a maximum of \$210,000.

### **REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt, Assistant County Attorney

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



**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:** December 3, 2012

**TO:** Members of the Commissioners Court

**FROM:**



Sherri E. Fleming  
County Executive for Travis County Health and Human Services  
and Veterans Service

**SUBJECT:** After-school revenue contract with Austin Independent School District (AISD)

**Proposed Motion:**

Consider and take appropriate action to approve a revenue contract with AISD 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.

TCHHSVS staff recommends approving this contract.

**Budgetary and Fiscal Impact:**

The revenue contract with AISD for the 2012 - 2013 school year is for a maximum of \$210,000.

**Issues and Opportunities:**

This revenue contract 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

**AUSTIN INDEPENDENT SCHOOL DISTRICT  
SERVICE AGREEMENT  
PURSUANT TO RFP P11-035**

***YOUTH AND FAMILY ENRICHMENT PROGRAMS***

*Automated IFAS Requisition Number: Not applicable*

*Dept./School: District-wide use*

In order to be considered an independent contractor, you must not be an employee of the District, which includes full-time, part-time and substitute employees. The individual must substantiate he or she meets IRS requirements. An employee who has resigned or retired from the District within six months of the effective date of this agreement is ineligible to work as an independent contractor for the District. An employee who has resigned or retired six months or more prior to the effective date of this agreement is ineligible to work as an independent contractor for the District if the proposed contract is within a tax year in which the District is already obligated to issue the individual a Form W2 for other services.

*[See IRS common law guidelines (Publication 15A) or <http://www.irs.gov/govt/fslg/article/0,id=110344.html>]*

THIS AGREEMENT is entered into *on the day all parties fully execute this agreement* by and between Travis County through the **Travis County 4-H Capital Project** herein called "Contractor" and the Austin Independent School District, herein called "District." The parties hereto agree as follows:

1. District agrees to contract with the Contractor and the Contractor agrees to personally perform in a manner satisfactory to the District the following services pursuant to ***RFP P11-035 Youth & Family Enrichment Programs: Enrichment, Academic Assistance, College and Workforce Readiness***
2. **Contractor's Responsibilities:** Contractor agrees to provide in a manner reasonably satisfactory to the District the following services:
  - a. Provide materials to conduct classes.
  - b. Provide trained, fingerprinted staff to instruct classes.
  - c. Develop curriculum, unit plans, plan lessons, and plan for instruction with AISD input.
  - d. Submit unit plans prior to start of program.
  - e. Participate in Youth Program Quality Initiative by requesting external assessments and sending front line staff to appropriate YPQ training
  - f. Enter program information on the YSM website <http://www.y-sm-austin.org>
  - g. Recruit students and adult family members for program participation.
  - h. Assist with student retention including reminders, phone calls, and incentives
  - i. Attend necessary planning meetings with other vendors and campus and program staff.
  - j. Arrange for substitute if regular staff is unavailable.
  - k. Assist with the transition from the regular school day to the after school program.
  - l. Comply with program goals, objectives, strategies, and methods.
  - m. Bill on a monthly basis.
  - n. Maintain accurate attendance records and input data as required with confidentiality
  - o. Must attend Vendor Orientation on one of the following dates:

DATE: Thursday, August 16, 2012, 4:00 – 6:00 P.M.  
Friday, August 17, 2012, 8:00-10:00 AM.  
LOCATION: Baker Center  
3908 Avenue B., Room 208  
Austin, TX 78751

3. Contractor retains the right to delegate or assign these duties to another individual within his or her employ, but such assignment may only occur after first receiving advance approval from the District.

4. Services: are to be performed on an as needed basis as requested by individual campuses during the 2012/2013 school year. No minimum quantity of service is guaranteed.

5. Compensation: The District agrees to pay Contractor for the above services when satisfactorily performed. Payment will be made according to the Comptroller's published Accounts Payable schedule:

- a. basis of fee: **\$32/hour; Instructor/Student Ratio: 1:15**
- b. additional Instructor; \$20.00 /hour
- c. fee not to exceed \$20.00 per hour for non-instructional service such as study trips, training or meeting time
- d. total fee not to exceed \$210,000.00

6. Term: Contract will be in effect for a period of one (1) year from date of award in 2012. AISD, at its sole option, and with the written approval of Contractor, may however extend the agreement for three (3) additional one (1) year periods from 2013 – 2016.

7. Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by written mutual agreement of the District and the Contractor at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, in which event the District may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five (5) day written notice from the Senior Financial Administrator to the Contractor, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid. Contractor may terminate this contract at any time without cause by the furnishing of a five (5) day written notice to the District.

8. Contractor and Hold Harmless Agreement: It is agreed that Contractor is an independent contractor and shall be solely responsible for payment of his employees and shall provide, if required, workers' compensation and public liability insurance to protect himself from liability for injuries or damages to his employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment.

9. Entire Agreement: This contract constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this contract.

10. Original Invoice: Contractor agrees to send an original invoice requesting payment for performance of this contract to: **Austin Independent School District, 1111 West 6th Street, Austin, Texas 78703-5300, Attention: Accounts Payable**. Contractor acknowledges that payment for said services will not be processed without receipt of a valid invoice. The Purchase Order number must be included on the invoice.

11. Felony Conviction Notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly-held corporation.

12. Governing Law: This Agreement shall be governed by the laws of the State of Texas. All obligations under this Agreement 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 Agreement will take place in Travis County, Texas.

13. Contractor agrees to abide by all Austin Independent School District policies as well as all local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq.*, 29 CFR §130.1, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.* Austin Independent School District policies can be found on-line here: <http://www.tasb.org/policy/pol/private/227901/>.

14. Criminal History Record Information:

a. As used in this paragraph 12, the term "covered employee" shall mean an individual employed by Contractor or an approved consultant or an individual Contractor or individual approved consultant who has or will have continuing duties on property of the District ("District 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 TAC §153.1101. The District 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 Contractor or an approved consultant or an individual Contractor or an individual approved consultant 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 District Property when one or more students are present to provide such services without supervision by a certified educator or other professional district employee, such individual will be a covered employee for purposes of this paragraph 12. Contractor shall, at its sole cost and expense, comply with the provisions of Texas Education Code ("TEC") §22.0834 and the further provisions of this paragraph 12 with regard to each covered employee. Prior to the performance of any services under this contract by Contractor or an approved consultant, Contractor 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 (fingerprintbased criminal history) as defined in TEC §22.081 for each such covered employee. **[Contact the Texas Department of Public Safety Crime Records Service at (512) 424-2365, menu option #2, for instructions on obtaining national criminal history record information.]** Contractor shall not allow on District Property any covered employee who has been convicted of 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 Contractor is performing services under this Contract, Contractor, a consultant under this contract or the District receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this paragraph 12, Contractor shall prohibit such covered employee from future entry on District Property. In addition, whenever such updated criminal history information is received by Contractor or a consultant under this contract, Contractor shall notify the District of same within three (3) business days following receipt of the information.

b. Contractor 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 or such other information as the District may request from time to time to enable the District to obtain the covered employee's national criminal history record information. The covered employees on the List of Covered Employees shall be grouped by employer, if applicable. Within three (3) business days following request by the District from time to time, Contractor shall deliver to the District the then current List of Covered Employees,

which shall be true and correct in all respects as of the second (2nd) business day prior to the date of delivery to the District.

c. Prior to the performance of any services under this contract by Contractor or any approved consultant, Contractor shall deliver to the District (i) Contractor's duly completed and executed original certification on the applicable form attached hereto as Attachment #1 ("Contractor Certification") (if Contractor is an entity, use Attachment #1-A; if Contractor is an individual, use Attachment #1-B); and (ii) for each approved consultant under this contract contracting directly with Contractor (each a "Consultant"), the duly completed and executed original certification of Consultant on the applicable form provided by the District ("Consultant Certification").

d. If it is determined that any information in the List of Covered Employees is incorrect or any statement in any Contractor Certification or Consultant Certification is untrue or misrepresented when made or if Contractor otherwise fails to comply with this paragraph 12, Contractor shall be in material default under this contract. Further, if it is determined at any time that a covered employee is on District Property in violation of this paragraph 12, then, notwithstanding anything contained in paragraph 5 hereof to the contrary, Contractor shall immediately remove or cause to be removed such covered employee from the District Property with no requirement of written notice from the District and shall prohibit such covered employee from future entry on District Property. The District reserves the right to cause the District's police or other security personnel to remove such employee from the District's property.

15. Immunity. It is expressly understood and agreed by the Parties that, neither the execution of this Agreement, nor any conduct of any representative of County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

16. Notice. Except as otherwise specifically noted in this Contract, any notice required or permitted to be given under this Contract by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

Contractor:

Sherri Fleming, Executive Manager (or her successor)  
Travis County Department of Health, Human Services,  
and Veterans' Services  
100 N. IH 35, Suite 3700  
Austin, Texas 78701

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)  
Travis County Purchasing  
P. O. Box 1748  
Austin, Texas 78767

District:

Gloria Williams, Executive Director  
School, Family and Community Education  
Austin Independent School District  
1111 West Sixth Street  
Austin, Texas 78703-5399

By signing below, the Contractor certifies that he or she is not an employee of the District. This includes: (a) individuals not currently working due to the District's break/holiday for students and employees; (b) substitute teachers employed by the District; or (c) an individual working for a business owned or operated by a District employee.

As the requestor for these contracted services, I understand and approve the terms of this contract, and assure that contracted services have not begun before a purchase order has been issued.

**CONTRACTOR INFORMATION for Contract Administration**

Business Name: Travis County  
Point of Contact: Samuel T. Biscoe, Travis County Judge  
Address: 314 W. 11th Street, #520  
City: Austin  
State: Texas  
Zip: 78701  
Telephone: 512-854-9555  
Fax: 512-854-9535  
Taxpayer ID Number: 74-6000192  
Email: [sam.biscoe@co.travis.tx.us](mailto:sam.biscoe@co.travis.tx.us)

Signature of Contractor: BY: \_\_\_\_\_ Date: \_\_\_\_\_  
**Samuel T. Biscoe, Travis County Judge**

**CONTRACTOR INFORMATION for School Services**

Business Name: Travis County  
Point of Contact: Lydia Domaruk, Travis County Extension Agent  
Address: 1600-B Smith Road  
City: Austin  
State: Texas  
Zip: 78721  
Telephone: 512-854-9609  
Fax: 512-854-9611  
Taxpayer ID Number: 74-6000192  
Email: [lrdomaruk@ag.tamu.edu](mailto:lrdomaruk@ag.tamu.edu)



I, the undersigned Contractor or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. **The Contractor must complete the following information in accordance with state law.**

***Please sign only one:***

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_ Date: \_\_\_\_\_

*(attach additional sheet if necessary)*

Details of Conviction(s): \_\_\_\_\_

*(attach additional sheet if necessary)*

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

D. Contractor is a governmental entity and a political subdivision of the State of Texas. Contractor will comply with applicable provisions of the agreement as to employees/contractors who will be providing continuing duties on the property or will have direct contact with Students.

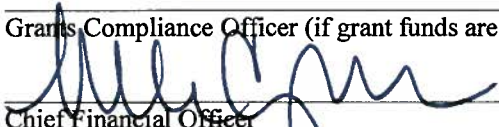
Signature of Contractor: BY: \_\_\_\_\_ Date: \_\_\_\_\_

See Contract Execution Authorization Table for authority to sign contracts and agreements.

Over \$50,000 (requires Board approval)

  
Department Head Date: 11/8/12

  
Chief Schools Officer Date: 11/5/12

Grants Compliance Officer (if grant funds are involved)  
  
Date: 11/19/12

Chief Financial Officer  
  
Date: 11/19/12

General Counsel ~~Senior Legal Counsel~~  
  
Date: 11/19/12

Superintendent  
  
Date: 11/19/12

Board President  
  
Date: 11/19/12

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM  
11-19-12

Note: Consulting Agreements over \$25,000 require attached *Suspension and Debarment Certification*

**ROUTING**

In addition to the above approvals, this Consulting Agreement should be routed in the following order (follows IFAS PR approval routing):

- \_\_\_\_\_ Grants Accounting (if grant funds are involved), Carruth A370
- \_\_\_\_\_ Finance, Carruth A370
- \_\_\_\_\_ Purchasing Office, Carruth A330

**SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

**I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.**

VENDOR'S NAME: Travis County

Signature of Company Official: \_\_\_\_\_

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

**Printed name of company official signing above:**

ATTACHMENT #1-A TO CONSULTING AGREEMENT

*[FOR USE WHEN CONTRACTOR IS AN ENTITY]*

CONTRACTOR CERTIFICATION  
(Entity)

**Definitions:**

*Covered employees:* Employees of an entity contracting with the District to perform services and employees of a consultant or an individual consultant contracting with the entity that contracts with the District to perform services who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students and continuing duties.

*Disqualifying criminal history:* A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code (“TEC”) Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or 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 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.

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Travis County 4-H Capital (“Contractor”) and the Austin Independent School District (“District”) have entered into this Service Agreement *on the date all parties fully execute this agreement* (the “Contract”). This Contractor Certification is delivered to the District in accordance with Paragraph 14(c) of the Agreement.

On behalf of Contractor, I, **Samuel T. Biscoe**, the undersigned authorized signatory for Contractor, certify to the District that **[check only one]**:

- None of the Contractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor’s employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

X Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:

- 1) Contractor has obtained the national criminal history record information relating to each of its covered employees in accordance with TEC §22.0834 and the Contract. None of the covered employees employed by Contractor performing services under the Contract has a disqualifying criminal history under Paragraph 14 of the Contract.
- 2) Upon request, Contractor will provide the District with a copy of the List of Covered Employees described in Paragraph 14(b) of the Contract and any other requested information of such covered employees (within legal limitations) so that the District may obtain each covered employee's national criminal history record information.
- 3) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.
- 4) **Check only one:**  
 Contractor has not contracted with any consultants in connection with providing services under the Contract.

**OR**

- Attached to this Contractor Certification is a duly completed and executed original Consultant Certification in the form provided by the District from each of Contractor's consultants under the Contract.

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Signature of Authorized Signatory for Contractor  
Printed Name: Samuel T. Biscoe  
Title: Travis County Judge