Travis County Commissioners Court Agenda Request

Meeting Date: July 22, 2014

Prepared By/Phone Number: Juanita Jackson/ 854-4467

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 Control with Boys and Girls Clubs of the Austin Area and a Revenue Contract with Cedars International Academy for After School Enrichment Services Provided by Travis County Through the Texas A&M AgriLife Extension Service.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
See attached memo and backup

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:
See attached

FISCAL IMPACT AND SOURCE OF FUNDING:
See attached fiscal impact statement

REQUIRED AUTHORIZATIONS:
Dolores Sandmann, Director, Texas AgriLife Travis County
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Interim County Executive – Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Aerin Toussaint, Budget Analyst I, Planning and Budget
Nicki Riley, CPA, Travis County Auditor
Sherri Fleming, County Executive - HHS
Deborah Britton, Community Services Division Director
Kathleen Haas, Financial Manager
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

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 **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: July 10, 2014

TO: Members of the Commissioners Court

FROM: Deborah Britton for
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 a revenue contract with Boys and Girls Clubs of the Austin Area and a revenue contract with Cedars International Academy for after-school enrichment services provided by Travis County through the Texas A&M AgriLife Extension Service.

Summary and Staff Recommendations:
The AgriLife Extension Service provides after-school programing at various locations in Travis County. AgriLife uses a combination of General Fund money, AmeriCorps 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. AgriLife also operates summer camps.

TCHHSVS staff recommends approving these two contracts.

Budgetary and Fiscal Impact:
The Boys and Girls Club revenue contract is for $24,336 during the 2014 - 2015 school year and the Cedars International contract is for $5,200.

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 A&M AgriLife Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas A&M AgriLife Extension Service
Nicki Riley, CPA, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Pfaffenberger, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

AMENDMENT OF PROFESSIONAL SERVICES CONTRACT BETWEEN TRAVIS COUNTY AND BOYS & GIRLS CLUBS OF THE AUSTIN AREA FOR AFTERSCHOOL YOUTH ENRICHMENT SERVICES

PARTIES

This Amendment ("Amendment") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Boys and Girls Clubs of the Austin Area ("Contractor").

RECITALS

County and Contractor entered into an agreement to provide services for qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws through the Afterschool Youth Enrichment Services provided by the Travis County 4-H Capital Project ("Contract"), the initial term of which ended July 31, 2013 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services through Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County in accordance with the terms of the Contract, thus providing services which further a public purpose.

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

Pursuant to the terms of the Contract, the agreement will be automatically renewed August 1, 2014, for an additional one-year term, continuing through July 31, 2015.

The Contract provides for changes to the agreement by the written agreement signed by both Parties, and the Parties desire to amend the Contract.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew the Contract as follows:

1.0 TERM

1.1 2015 Renewal Term. The Parties agree that the Contract will automatically renew August 1, 2014, for an additional one-year term continuing through July 31, 2015 ("2015 Renewal Term").

2.0 COMPENSATION, BILLING AND PAYMENT

2.1 **Fee**. In order to allow Contractor to provide additional services as set forth in the Contract, the parties agree to amend Section 2.1, "Fee," to set the not-to-exceed amount for the 2015 Renewal Term as an amount not to exceed Twenty-Four Thousand, Three Hundred and Thirty-Six Dollars ($24,336.00). Additional services will continue to be provided at a rate of $32.00 per hour.

3.0 OTHER PROVISIONS

3.1 All other provisions not specifically changed herein shall remain in full force and effect.

4.0 INCORPORATION

4.1 County and Contractor hereby incorporate the Contract into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.

5.0 EFFECTIVE DATE

5.1 This Amendment is effective August 1, 2014, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

BOYS & GIRLS CLUBS OF THE AUSTIN AREA

BY: _____
Printed Name: Mark A. Kloster
Title: Chief Professional Officer
Date: 5/30/14

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

PARTIES

This Amendment ("Amendment") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Cedars International Academy ("Contractor").

RECITALS

County and Contractor entered into an agreement to provide services for qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws through the Afterschool Youth Enrichment Services provided by the Travis County 4-H Capital Project ("Contract"), the initial term of which ended July 31, 2013 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services through Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County in accordance with the terms of the Contract, thus providing services which further a public purpose.

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

Pursuant to the terms of the Contract, the agreement will be automatically renewed August 1, 2014, for an additional one-year term, continuing through July 31, 2015.

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NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew the Contract as follows:

1.0 TERM

1.1 2015 Renewal Term. The Parties agree that the Contract will automatically renew August 1, 2014, for an additional one-year term continuing through July 31, 2015 ("2015 Renewal Term").

2.0 COMPENSATION, BILLING AND PAYMENT

2.1 **Fee**. In order to allow Contractor to provide additional services as set forth in the Contract, the parties agree to amend Section 2.1, "Fee," to set the not-to-exceed amount for the 2015 Renewal Term as an amount not to exceed Five Thousand, Two Hundred Dollars ($5,200.00). Additional services will continue to be provided at a rate of $32.00 per hour.

3.0 OTHER PROVISIONS

3.1 All other provisions not specifically changed herein shall remain in full force and effect.

4.0 INCORPORATION

4.1 County and Contractor hereby incorporate the Contract into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.

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TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

CEDARS INTERNATIONAL ACADEMY

BY: _____
Printed Name: Sarah Daly
Title: 21st CCLC Project Director
Date: 6/30/2014