



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 9, 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 a revenue contract with Eden Park 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

**STAFF RECOMMENDATIONS:**

Travis County staff recommends approving this contract

**ISSUES AND OPPORTUNITIES:**

See attached memo

**FISCAL IMPACT AND SOURCE OF FUNDING:**

See attached memo

**REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt, Assistant County Attorney'  
Leroy Nellis, Acting County Executive, Planning and Budget Office  
Cyd Grimes, CPM, Travis County Purchasing Agent  
Nicki Riley, CAP, CMA, Travis County Auditor  
Patty Lennon, Financial Analyst, Travis County Auditor's Office  
Aerin Toussaint, Analyst, Planning and Budget Office  
Sherri Fleming, County Executive, HHSVS  
Dolores Sandmann, Director, Texas A&M AgriLife Extension Service

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  
& VETERANS SERVICE  
P. O. Box 1748 \* Austin, Texas 78767

Sherri E. Fleming  
County Executive for HHS/VS  
Office (512) 854-4100 \* Fax (512) 279-2197

M E M O R A N D U M

**Date:** December 1, 2014

**To:** Travis County Commissioners Court

**From:** *Sherri E. Fleming* by *[Signature]*  
Sherri E. Fleming, County Executive for  
Travis County Health and Human Services and Veterans Service

**Subject:** After-school revenue contract

**Proposed Motion:**

Consider and take appropriate action to approve a revenue contract with Eden Park Academy for after-school enrichment services provided by Travis County through the Texas A&M AgriLife Extension Service.

**Summary and Staff Recommendation:**

The AgriLife Extension Service provides after-school programming 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 this contract.

**Budgetary and Fiscal Impact:**

The contract is for up to \$1,760 during the 2014-2015 school year.

**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.

TRAVIS COUNTY HEALTH AND HUMAN SERVICES  
A VETERANS SERVICE  
401 FOX WALK, AUSTIN, TEXAS 78701



Office (512) 834-4444 • Fax (512) 834-4444  
County Executive: Greg Abbott  
County Clerk: Debra L. Yundt

M E M O R A N D U M

Date: December 1, 2014

To: Travis County Commissioners

From: *Christina S. Frazier, Director*  
Chief Training Officer  
Travis County Health and Human Services

Subject: Alternative revenue sources

Proposed Action  
Council and this memorandum action is proposed in accordance with Travis County Ordinance for alternative revenue sources for the fiscal year 2015. The purpose of this memorandum is to provide information to the Council regarding the proposed alternative revenue sources.

Background and Staff Recommendation  
The Travis County Health and Human Services Department is currently reviewing the impact of the proposed alternative revenue sources on the department's budget. The department is currently operating at a deficit and is seeking alternative revenue sources to offset the budget gap. The proposed alternative revenue sources include a fee on the sale of property, a fee on the sale of vehicles, and a fee on the sale of boats. The department is requesting that the Council approve the proposed alternative revenue sources for the fiscal year 2015.

The proposed alternative revenue sources are summarized in the attached memorandum.

Budgetary and Fiscal Impact  
The proposed alternative revenue sources are estimated to generate \$1.5 million in additional revenue for the fiscal year 2015. This revenue is estimated to be used to offset the budget gap and to fund other departmental activities.

Issues and Recommendations  
The proposed alternative revenue sources will have a minimal impact on the department's operations. The proposed alternative revenue sources are estimated to generate \$1.5 million in additional revenue for the fiscal year 2015. This revenue is estimated to be used to offset the budget gap and to fund other departmental activities. The department is requesting that the Council approve the proposed alternative revenue sources for the fiscal year 2015.

**Background:**

The 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  
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office

Background:

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

- Co. Director, Extension Service, Travis County Extension Service
- Administrative, CRA, Travis County Auditor
- County Auditor, Financial Analyst, Travis County Auditor's Office
- County Auditor, Assistant County Auditor
- County Auditor, County Extension Planning and Budget Office
- County Auditor, Planning and Budget Office

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN EDEN PARK 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 Eden Park 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 4-H CAPITAL 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 4-H CAPITAL 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 \$1,760.00.

- 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 January 5, 2015 and shall continue through July, 31, 2015, 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. It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, will be considered to waive, nor will 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 will it be considered a waiver of sovereign immunity to suit.

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:

Sarah Daly  
21<sup>st</sup> Century Project Director  
Texas ACE Program  
NYOS Charter School  
1605 Kramer Lane  
Austin, TX 78758

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 is January 5, 2015, when it is approved and signed by both Parties.

**EDEN PARK ACADEMY**

By:   
Name: SARAH DALY  
Title: 21st CCLC Project Director

Date: 11/26/2014

**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 Service ("Contractor"), and the Eden Park Academy (the "Academy") have entered into this agreement as of the date set forth in the fully executed 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.

12/1/14  
Date:

Lydia R. Domaruk  
Signature

Printed Name: Lydia R. Domaruk

Title: County Extension Agent - Urban  
Youth Development



## 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) <b>County of Travis</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Exempt payee	
	<input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Local Government (political subdivision of the State of Texas)</b>	
	Address (number, street, and apt. or suite no.) <b>P. O Box 1748</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Austin, TX 78767</b>		
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 the "Name" line 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.

<b>Social security number</b>										
<b>Employer identification number</b>										
7	4		-	6	0	0	0	1	9	2

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>10/9/12</b>
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

