# Travis County Commissioners Court Agenda Request

**Meeting Date:** July 11, 2017
**Prepared By/Phone Number:** Jean Liburd/44850; Jason G. Walker, CPPB/44562
**Elected/Appointed Official/Dept. Head:** Bonnie S. Floyd
**Commissioners Court Sponsor:** Commissioner Travillion

**Agenda Language: Approve Contract No. 4400003360 with Alexander, Dubose, Jefferson & Townsend, LLP. for Appellate Services.**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

  The Travis County District Attorney's Office is requesting approval of a contract in the amount of $35,000.00 with Alexander, Dubose, Jefferson & Townsend, LLP to serve as Co-Counsel to provide the identified legal services relating to the preparation and filing in the Supreme Court of the State's petition for a writ of certiorari to the United States Court of Appeals for the Fifth Circuit, including the following services: review of an initial draft of the petition, which a draft is to be prepared by the District Attorney's Office; legal research; review of the appellate record; the editing of the petition and the drafting of suggested revisions to the petition; consultation with one or more representatives of the District Attorney's Office regarding the revision and improvement of the petition; and the printing and filing of the final version of the petition.

  The Contract states: This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.02(a)(4) of the Local Government Code as this is a Contract for professional services.

- **Contract Expenditures:** Within the last 12 months $0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us **by Mondays at 12:00 p.m.** for the next week's meeting.

Award Amount:
Contract Type: Professional Services
Contract Period: 07/11/17 – 9/30/18

- **Funding Information:**
  - ☐ SAP Shopping Cart #:
  - ☒ Funding Account(s): GL Account No. 511280
  - ☐ Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us **by Mondays at 12:00 p.m.** for the next week's meeting.

# OFFICE OF THE DISTRICT ATTORNEY

P.O. Box 1748, Austin, TX 78767

MARGARET MOORE
DISTRICT ATTORNEY

Telephone 512/854-9400
Telefax 512/854-9695

MINDY MONTFORD
FIRST ASSISTANT

To: Travis County Purchasing Office – Attention: Jean Liburd

From: Gregg Cox, Director of Operations

Date: June 30, 2017

Re: Contract with Alexander, Dubose, Jefferson and Townsend, LLP

The Travis County District Attorney's Office is formally requesting authorization and approval of a contract with Alexander, Dubose, Jefferson and Townsend, LLP for assistance with the appeal of a case to the United States Supreme Court.

In April the United States Court of Appeals for the 5th Circuit issued an adverse ruling in the case of the State of Texas vs. Charles Kleinert. The Kleinert case involves the shooting of an unarmed African American man by an Austin Police officer. The case involves significant civil rights concerns that affect the community in Travis County. The District Attorney strongly believes that the case warrants review of the legal issues by the Supreme Court and plans to file a petition for certiorari, which is the mechanism to request Supreme Court review of the lower court decisions.

The District Attorney is requesting this contract in order to obtain the assistance of former Texas Supreme Court Chief Justice Wallace Jefferson in the preparation and filing the petition of certiorari. Wallace Jefferson is a well-respected appellate attorney with a background and interest in the various legal issues involved in this important case. The District Attorney has discussed the issue with Chief Justice Jefferson and feels that his involvement greatly improves the likelihood of success in this matter.

DRAFT

# CONTRACT BETWEEN TRAVIS COUNTY AND ALEXANDER, DUBOSE, JEFFERSON & TOWNSEND, L.L.P

This contract is entered into this day between the following parties: Travis County ("COUNTY") and Alexander, Dubose, Jefferson & Townsend, L.L.P. ("CONTRACTOR").

WHEREAS, COUNTY desires to obtain Appellate services; and

WHEREAS, CONTRACTOR has the skill and training to provide professional services in the form of Appellate services.

This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a Contract for professional services. CONTRACTOR is an independent contractor, neither CONTRACTOR nor its employees claim to be employees of the COUNTY nor do they claim any benefits from COUNTY other than contract payments for services rendered.

## 1.0 DEFINITIONS

In this Contract,

1.1 "Contract Funds" means all funds paid by COUNTY pursuant to 4.1 of this Contract.

1.2 "Is Doing Business" and "Has Done Business" means:

1.2.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

1.2.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

1.2.3 Any payments, receipts, loans, or receipts of a loan which are less than $250.00 per calendar year in the aggregate; or

1.2.4 Any retail transaction for goods or services sold to a key contracting person at a posted, published, or marked price available to the general public.

1.3 "Key Contracting Person" means any person or business listed in EXHIBIT A to the Affidavit attached to this Contract and marked ATTACHMENT 1.

## 2.0 CONTRACT PERIOD

2.1 Initial Contract Term. This Contract shall continue in full force for the Contract Period which commences July 11, 2017 and terminates on September 30, 2018. The term of the Contract may be extended by vote of the Commissioners Court.

## 3.0 CONTRACTOR PERFORMANCE OF CLIENT SERVICES

3.1 CONTRACTOR Responsibilities. During the Contract Period, CONTRACTOR shall perform, through the services of primarily Wallace Jefferson, and others in the firm in a satisfactory manner as determined by COUNTY, as named Co-Counsel in the representation of the State of Texas through the District Attorney of Travis County, in the criminal case Texas v. Kleinert, in the United States Supreme Court and to such other matters which the parties agree in writing.

3.2 Appellate Services. The CONTRACTOR shall serve as Co-Counsel to provide the identified legal services relating to the preparation and filing, in the Supreme Court of the United States, of the State's petition for a writ of certiorari to the United States Court of Appeals for the Fifth Circuit, including the following services: review of an initial draft of the petition, which draft is to be prepared by the District Attorney's Office; legal research; review of the appellate record; the editing of the petition and the drafting of suggested revisions to the petition; consultation with one or more representatives of the District Attorney's Office regarding the revision and improvement of the petition; and the printing and filing of the final version of the petition. CONTRACTOR shall maintain necessary licensures for adequately performing services. A representative of the District Attorney's Office shall be designated as counsel of record, and the petition will bear on its cover, among other attorneys' names, the name of Wallace Jefferson, Alexander, Dubose, Jefferson & Townsend, L.L.P. as a member of the Bar of the Court, acting as counsel. The District Attorney shall be the coordinator for the services.

3.3 W-9 Taxpayer Identification Form. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Contract Funds are payable.

## 4.0 COUNTY PERFORMANCE

4.1 Maximum Funds. CONTRACTOR will be earning a flat fee of $30,000, plus expenses for legal services. COUNTY agrees to pay CONTRACTOR for additional services, as needed, based upon the number of hours worked, at a rate of Nine Hundred and No/100 Dollars ($900.00) per hour for Wallace Jefferson, Seven Hundred and No/100 Dollars ($700.00) per hour for senior partners and senior "of counsel" attorneys, Six Hundred and No/100 Dollars ($600.00) per hour for other partners and Four Hundred and No/100 Dollars ($400.00) per hour for associate attorneys. In addition, COUNTY agrees to pay Two Hundred Five and No/100 Dollars ($200.00) per hour for Paralegal work. In consideration of full and satisfactory performance of the services and activities referred to in Section 3.0 of this Contract, COUNTY

shall provide funds to pay for services, expenses and witness fees during the contract period. The District Attorney is authorized to approve Additional Services. COUNTY acknowledges that CONTRACTOR has made no representations or guarantees as to the success of the work.

In addition to the above-mentioned fees for professional legal services, COUNTY will reimburse CONTRACTOR for out-of-pocket expenses incurred by CONTRACTOR in connection with its services rendered to COUNTY as counsel, including fees, court reporters, transcripts, travel, non-Firm reproduction of documents, and similar expenses, and for all items obtained and paid by CONTRACTOR on behalf of COUNTY. These expenses may not exceed $5,000 without prior written modification of this Contract by the Purchasing Agent. CONTRACTOR will provide documentation to COUNTY necessary for COUNTY to process payment. These expenses will be reasonable, and will be billed to COUNTY periodically. All expenses are to be invoiced at actual cost.

4.2 COUNTY Approval. COUNTY shall not be responsible for the costs of any services under this Contract that are not performed to COUNTY's satisfaction, with COUNTY's approval, which shall not be unreasonably withheld.

4.3 Payment. CONTRACTOR will keep records of its time and expenses, and shall send an itemized statement with hours committed to service each month showing fee for partial work done and any Additional Services during the previous period, plus reimbursable expenses that were paid during the previous period. COUNTY shall pay CONTRACTOR within thirty (30) days of the receipt of a correct invoice completed acceptable to COUNTY. Invoice shall include the date of service, the number of hours, and the service provided. Invoices shall be submitted to the District Attorney.

4.4 Prior Debts. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the Contract Period.

4.5 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, COUNTY may terminate this Agreement after giving CONTRACTOR twenty (20) days written notice that this Agreement is terminated due to the failure to fund.

## 5.0 EXPRESS ACKNOWLEDGMENT

5.1 Applicable Law. The parties expressly acknowledge and agree that COUNTY and CONTRACTOR shall comply with the Constitution of the United States and the State of Texas and all federal, state, county, and city laws, rules, orders, ordinances and regulations applicable to performance of this Contract.

5.2 Sole Contract. This document contains the sole and only Contract of the parties hereto relating to their agreement and correctly sets forth the rights, duties, and obligations of each to the other(s) as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

## 6.0 RETENTION AND ACCESSIBILITY OF CLIENT RECORDS

6.1 Records. CONTRACTOR shall maintain all records and documentation for all actions pertaining to this Contract in a readily available state and location until all services are completed and all questions arising from it are resolved satisfactorily or three (3) years after the end of the Contract Period, whichever occurs later.

6.2 COUNTY Access. CONTRACTOR shall give COUNTY, or any of its duly authorized representatives, access to and the right to examine all electronically stored information, books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CONTRACTOR pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by CONTRACTOR. All original records of the COUNTY must be returned to the COUNTY within 3 months of the expiration of services or the contract. However, if the contract is terminated while Texas v. Kleinart is still pending, all records must be returned as soon as reasonably possible so it does not interfere with the case.

## 7.0 SUBCONTRACTS

7.1 CONTRACTOR shall not enter into any other subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from COUNTY. The District Attorney is delegated authority by the Commissioners Court to authorize CONTRACTOR to enter into subcontracts.

## 8.0 BEST EFFORTS

8.1 CONTRACTOR shall use the standard of care expected of an attorney licensed by the State Bar of Texas and in the Federal Courts for the United States Supreme Court and practicing law in an urban location, and shall perform with its best efforts to provide COUNTY with a satisfactory result in the case.

8.2 CONTRACTOR shall comply with the insurance requirements set forth in Attachment B, “Insurance Requirements”, which is incorporated by reference and made part of this Contract.

## 9.0 TERMINATION

9.1 Reasons for Termination. COUNTY shall have the right to terminate this Contract, in whole or in part, for any reason at any time before the date of termination specified in 2.1 of this Contract with reasonable notice.

9.2 Mutual Termination. Either party has the right to terminate this Contract, in whole or in part, when both parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree in writing, upon the termination conditions, including the

effective date of the termination and, in the case of partial termination, the portion of the Contract to be terminated.

10.0 NON-WAIVER OF DEFAULT

10.1 Non-Waiver. No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

10.2 Reservation of Rights. All rights of COUNTY, under this Contract, are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

11.0 FORFEITURE OF CONTRACT

11.1 If CONTRACTOR has done business with a Key Person during the 365-day period immediately prior to the date of execution of this Contract by CONTRACTOR, or does business with any Key Person at any time after the date of execution of this Contract by CONTRACTOR and prior to full performance of this Contract, CONTRACTOR shall forfeit all benefits of this Contract and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Contract, provided, however, that this section may be waived by the Commissioners Court pursuant to Section 32.004(g) of the Travis County Code. CONTRACTOR may utilize ATTACHMENT A for this purpose.

12.0 AMENDMENTS

12.1 Written Amendment. Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made in writing and signed by both parties. No modification concerning this Contract shall be of any force or effect, excepting a subsequent modification in writing signed by the Party to be charged.

12.2 IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

13.0 ASSIGNABILITY

13.1 Written Approval. Neither party may assign any of the rights or duties created by this Contract without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Contract unless expressly granted that authority by the Commissioners Court.

13.2 Binding Contract. This Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Contract.

14.0 ENTIRE AGREEMENT

14.1 Entire Agreement. All oral and written agreements between the parties to this Contract relating 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.

15.0 LAW AND VENUE

15.1 THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS UNDER THIS CONTRACT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

16.0 SEVERABILITY

16.1 If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

17.0 NOTICES

17.1 Written Notice. 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 hereinafter specified.

17.2 COUNTY Address. The address of COUNTY for all purposed under this Contract shall be:

Margaret Moore, District Attorney
(Or her Successor in Office)
P.O. Box 1748
Austin, Texas 78767

with copy to:

Bonnie S. Floyd, MBA, CPPO, CPPB, County Purchasing Agent
(Or her Successor in Office)
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 332.0

17.3 CONTRACTOR Address. The address of CONTRACTOR for all purposes and all notices under this Contract shall be:

Wallace Jefferson
Alexander, Dubose, Jefferson & Townsend, L.L.P.
515 Congress Ave., Suite 2350
Austin, Texas 78701-3562

17.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with 17.0.

## 18.0 INTERPRETATIONAL GUIDELINES

18.1 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees these days shall be omitted from the computation.

18.2 Number and Gender. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

18.3 Headings. The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Contract.

## 19.0 DISPUTE RESOLUTION

19.1 Mediation. When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

## 20.0 CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT

20.1 Consultant agrees, during the performance of the services under this Agreement, that Consultant shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on

race, religion, color, sex, national origin, age or handicapped condition. In accordance with Title VI of the Civil Rights Act of 1964:

20.1.1 Compliance with Regulations. Consultant shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1A, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

20.1.2 Nondiscrimination. Regarding the work performed by Consultant under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices.

20.1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

20.1.4 Sanctions for Noncompliance. If Consultant does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Consultant under the Agreement until Consultant complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.

20.1.5 Incorporation of Provisions. Consultant shall include the provisions of this Section (regarding nondiscrimination) in every subcontract, unless exempt by the Regulations, or directives issued pursuant to them.

## 21.0 CONFLICTS OF INTEREST

21.1 Conflict of Interest: Questionnaire. If required under Chapter 176 Texas Local Government Code, CONTRACTOR shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, CONTRACTOR shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. CONTRACTOR shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh ($7^{th}$) business day after the date of an event that would

make a statement in the questionnaire incomplete or inaccurate. CONTRACTOR should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website.

However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between COUNTY and CONTRACTOR, CONTRACTOR shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

21.2 The COUNTY: (i) consents to CONTRACTOR'S continued representation of clients adverse to COUNTY (unrelated to the current engagement), and (ii) consents and agrees that CONTRACTOR'S representation of COUNTY will not in any way disqualify or impair CONTRACTOR'S representation of other clients in any matters, including any future litigation that may develop between the COUNTY and other CONTRACTOR'S clients, as long as such representation is not substantially related to work that CONTRACTOR has performed on behalf of COUNTY as part of this engagement, or otherwise prohibited by applicable ethical rules notwithstanding COUNTY'S consent, including, but not limited to, CONTRACTOR'S use, on behalf of another client, of any confidential information or data concerning COUNTY which is made available to CONTRACTOR during this engagement.

22.0 PROPERTY TAXES

22.1 Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

CONTRACTOR: Alexander, Dubose, Jefferson & Townsend, L.L.P.

By: _____ Date: _____
Wallace Jefferson

TRAVIS COUNTY

By: _____ Date: _____
Sarah Eckhardt, County Judge

**Approved by Commissioners Court on _____**

DRAFT

# ATTACHMENT A: ETHICS AFFIDAVIT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Date: _____
Name of Affiant: Wallace Jefferson
Title of Affiant: Partner
Business Name of Contractor: Alexander, Dubose, Jefferson & Townsend, L.L.P.
County of Contractor: Travis County

Affiant on oath swears that the following statements are true:

1. Affiant is authorized to make this affidavit for Contractor.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Contractor has received the list of Key Contracting Persons associated with this Contract, which list is attached to this affidavit as Exhibit 1

5. Affiant has personally read Exhibit A to this Affidavit.

6. Affiant has no knowledge of any key Contracting Person listed in Exhibit 1 with whom Contractor is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the Disclosure/Warrant attached to this affidavit as Exhibit 2.

_____
Signature of Affiant

_____
Street Address

Austin, Texas 78701
City, State and Zip Code

SUBSCRIBED AND SWORN TO before me by _____ on _____, 2017

Notary Public, State of Texas

_____
Typed or printed name of notary
My commission expires: _____

# EXHIBIT 1, ATTACHMENT A
# LIST OF KEY CONTRACTING PERSONS
# July 5, 2017

**CURRENT**

| Position Held | Name of Individual Holding Office/Position | Name of Business Individual is Associated |
|---|---|---|
| County Judge | Sarah Eckhardt | |
| County Judge (Spouse) | Kurt Sauer | Kelly Hart LLP |
| Chief of Staff | Peter Einhorn | |
| Executive Assistant | Loretta Farb | |
| Executive Assistant | Joe Hon | |
| Executive Assistant | Maya Reisman | |
| Commissioner, Precinct 1 | Jeff Travillion* | |
| Commissioner, Precinct 1 (Spouse) | Perri Travillion* | Austin Spurs Organization |
| Executive Assistant | Walter Muse* | |
| Executive Assistant | Deone Wilhite | |
| Executive Assistant | Caitlin Brown* | |
| Commissioner, Precinct 2 | Brigid Shea | |
| Commissioner, Precinct 2 (Spouse) | John Umphress | Austin Energy |
| Executive Assistant | Barbara Rush | |
| Executive Assistant | Kristian Caballero | |
| Executive Assistant | Melissa Velasquez | |
| Commissioner, Precinct 3 | Gerald Daugherty | |
| Commissioner, Precinct 3 (Spouse) | Charyln Daugherty | Consultant |
| Executive Assistant | Bob Moore | |
| Executive Assistant | Martin Zamzow | |
| Executive Assistant | Madison A. Gessner | |
| Commissioner, Precinct 4 | Margaret Gomez | |
| Executive Assistant | David Salazar* | |
| Executive Assistant | Norma Guerra | |
| Executive Assistant | Carley Arnold* | |
| County Treasurer | Dolores Ortega-Carter | |
| County Auditor | Nicki Riley | |
| County Human Resources Director | Tracey Calloway* | |
| County Executive, Administrative | Vacant | |
| County Executive, Planning & Budget | Jessica Rio | |
| County Executive, Emergency Services | Josh Davies* | |
| County Executive, Health/Human Services | Sherri E. Fleming | |
| County Executive, TNR | Steven M. Manilla, P.E. | |
| County Executive, Justice & Public Safety | Roger Jefferies | |
| Director, Facilities Management | Roger El Khoury, M.S., P.E. | |
| Chief Information Officer | Tanya Acevedo | |
| Director, Communications and Records Services (CARS) | Steven Broberg | |
| Travis County Attorney | David Escamilla | |
| First Assistant County Attorney | Steve Capelle | |
| Executive Assistant, County Attorney | Sherine Thomas* | |
| Director, Land Use Division | Tom Nuckols | |
| Attorney, Land Use Division | Julie Joe | |
| Attorney, Land Use Division | Christopher Gilmore | |

Director, Transactions Division ..... .....John Hille
Attorney, Transactions Division ..... .....C.J. Brandt*
Attorney, Transactions Division ..... .....Ann-Marie Sheely
Attorney, Transactions Division ..... .....Barbara Wilson
Attorney, Transactions Division ..... .....Jennifer Kraber
Attorney, Transactions Division ..... .....Vacant
Director, Health Services Division Interim..... .....Holly Gummert*
Attorney, Health Services Division..... .....Elizabeth Winn
Attorney, Health Services Division..... .....K. Nicole Aquino*
Attorney, Health Services Division..... .....Prema Gregerson
Attorney, Health Services Division..... .....Barbara E. Misle
Attorney, Health Services Division..... .....Richard Cofer*
Attorney, Health Services Division..... .....Vacant
Purchasing Agent ..... .....Bonnie S. Floyd, MBA, CPPO, CPPB*
Assistant Purchasing Agent..... .....Vacant
Assistant Purchasing Agent ..... .....Jason G. Walker, CPPB*
Purchasing Contract Compliance Director..... .....Tenley Aldredge*
Purchasing Agent Assistant IV ..... .....CW Bruner, CTP, CPPB
Purchasing Agent Assistant IV ..... .....Lee Perry
Purchasing Agent Assistant IV ..... .....James A. Carey*
Purchasing Agent Assistant IV ..... .....Patrick Strittmatter, CPPB
Purchasing Agent Assistant IV ..... .....Lori Clyde, CPPO, CPPB, CTPE
Purchasing Agent Assistant IV ..... .....Scott Wilson, CPPB
Purchasing Agent Assistant IV ..... .....Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV ..... .....Loren Breland, CPPB
Purchasing Agent Assistant IV ..... .....John E. Pena, CTPM, CPPB
Purchasing Agent Assistant IV ..... .....Kimberly Roohms
Purchasing Agent Assistant IV ..... .....Jonathan Harris
Purchasing Agent Assistant IV ..... .....Veronica Frederick, CPPB
Purchasing Agent Assistant IV ..... .....Lynn Woods, MBA*
Purchasing Agent Assistant III..... .....Patricia Estrada*
Purchasing Agent Assistant III..... .....David Walch
Purchasing Agent Assistant III..... .....Jean Liburd
Purchasing Agent Assistant III..... .....Vacant
Purchasing Agent Assistant III..... .....Vacant
Purchasing Agent Assistant III..... .....Rachel Fishback, CPPB
Purchasing Agent Assistant II..... .....L. Wade Laursen, CPPB
Purchasing Agent Assistant II..... .....Sam Francis
HUB Coordinator..... .....Allen J. Roberts, MBA, CTP*
HUB Specialist..... .....Betty Chapa
HUB Specialist..... .....Jerome Guerrero
HUB Specialist..... .....Andrew Benford*
HUB Specialist..... .....Kevin Scarbrough*
Purchasing Business Analyst ..... .....Scott Worthington
Purchasing Business Analyst ..... .....Rosalinda Garcia

**FORMER EMPLOYEES**

| Position Held | Name of Individual Holding Office/Position | Date of Expiration |
|---|---|---|
| HUB Coordinator | Sylvia Lopez | 07/31/17 |
| Attorney, Health Services Division | Ruben Baeza Jr. | 10/17/17 |
| Purchasing Agent Assistant IV | Logan Brown | 12/15/17 |
| Assistant Purchasing Agent | Marvin G. Brice | 12/30/17 |
| Commissioner, Precinct 1 | Ron Davis | 12/31/17 |
| Commissioner, Precinct 1 (Spouse) | Annie Davis | 12/31/17 |
| Executive Assistant | Felicitas Chavez | 12/31/17 |
| Executive Assistant | Sue Spears | 12/31/17 |
| HUB Specialist | Paula Ann Pitifer | 01/04/18 |
| County Human Resources Interim | Todd L. Osburn | 01/23/18 |
| Purchasing Agent | Cyd Grimes, C.P.M., CPPO | 02/28/18 |
| County Executive, Emergency Services | Danny Hobby | 02/28/18 |
| Executive Assistant | Edith Moreida | 04/07/18 |
| Executive Assistant, County Attorney | James Collins | 05/31/18 |
| Purchasing Agent Assistant III | Sydney Ceder | 06/01/18 |
| Assistant Purchasing Succession | Elaine Casas J. D | 06/30/18 |
| Purchasing Agent Assistant III | Ruena Victorino | 07/05/18 |

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

# EXHIBIT 2, ATTACHMENT A

Contractor acknowledges that Contractor is doing business or has done business during the 365-day period immediately prior to the date on which this proposal is made with the following key persons and warrants that these are the only such key persons.

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is made with any key person.

# ATTACHMENT B – INSURANCE REQUIREMENTS

Professional Liability and/or E & O Insurance

1. Minimum Limit: $ 1,000,000 per Occurrence and $3,000,000 aggregate

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

3. Additional insured status for Travis County is **not** required