



Travis County Commissioners Court Agenda Request

Meeting Date: June 19, 2012

Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 /
Marvin Brice, CPPB 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Ratify and Approve Interlocal Agreement with City of Austin for Summer Youth Employment Program.

➤ **Purchasing Recommendation and Comments**

- Through this Interlocal Agreement, City of Austin Health and Human Services will work with Travis County Health & Human Services and Veterans Services to recruit, train, mentor and place young people between the ages of 14 and 17 (14 and 22 for youth with disabilities) in summer jobs. The youth will receive training in career development and undergo a self-assessment and personal profile to assist them in identifying future career interests. They also receive training in life skills, anger management, conflict resolution, and making healthy.

In addition the agreement requires ratification due to a delay of the 2012 renewal. The delay renewing the agreement was due to necessary changes to the Interlocal Agreement regarding the duties and responsibilities assumed by City of Austin HHS and TC HHS & VS. The changes caused a delay of the renewal process. The agreement is currently with City of Austin for approval signatures.

Once issues with the conversion of the new SAP Financial system are addressed, a contract number will be assigned.

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

ID# 6550

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

➤ **Contract-Related Information:**

Award Amount: Total award amount \$562,554 (Travis County will contribute \$217,554)

Contract Type: Interlocal Agreement

Contract Period: June 1, 2012 through August 31, 2012

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Purchase shopping cart in SAP:

Funding Account(s): 001-5867-611-6099

Comments: A shopping cart will be created once conversion issues with SAP are resolved.

ID# 6550

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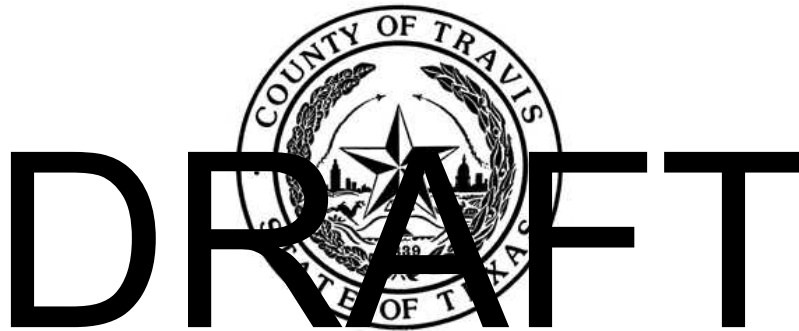
INTERLOCAL COOPERATION AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

**CITY OF AUSTIN HEALTH AND HUMAN SERVICES
FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM**



TRAVIS COUNTY PURCHASING OFFICE

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN
FOR WORK-BASED LEARNING/SUMMER YOUTH EMPLOYMENT PROGRAM**

This Interlocal Agreement ("Agreement") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), and the City of Austin, a Texas home-rule municipal corporation and political subdivision of the State of Texas ("City").

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.028, and other statutes), and to provide services to youth in need of protection and care (TEX. FAMILY CODE ANN., Section 264.006) and desires to provide summer employment opportunities and related services to certain eligible youth in Travis County.

The City of Austin and Travis County together have the facilities, personnel and experience necessary to provide summer employment opportunities and related services to eligible youth as defined in this Agreement.

County and City have the authority to enter into this Agreement under "The Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

County and City desire to establish this Agreement and County will ratify the provision of services under the terms of this Agreement provided on the date of the execution of this Amendment.

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AGREEMENT

NOW, THEREFORE, in consideration of the agreements, covenants and payments set forth in this Agreement, the sufficiency of which are acknowledged, County and City mutually agree to the following terms and conditions:

1.0 DEFINITIONS

In this Agreement,

- 1.01 "Agreement Funds" means all funds paid by either Party under this Agreement.
- 1.02 "Agreement Term" means the Initial Term and/or any subsequent renewal term(s).
- 1.03 "HHSD" means the City of Austin Health & Human Services Department.
- 1.04 "City Council" means City Council of the City of Austin.
- 1.05 "City Director" means Director of the City of Austin Human Resources Department.
- 1.06 "City Manager" means the City Manager of the City of Austin.
- 1.07 "Commissioners Court" means the Travis County Commissioners Court.

1.08 "County FTE" means one (1) full time equivalent position that is approved and funded by Commissioners Court during the County budget process for the TCHHSVSD to provide services in Travis County during the Agreement Term that corresponds to the Fiscal Year for which the budget is being approved.

1.09 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor or designee.

1.10 "Days" means calendar day(s) unless otherwise specifically noted in any individual provision.

1.11 "Disabled" means a person between the ages of 14 and 22 who meets one or more of the following categories:(a) has a physical or mental impairment that substantially limits one or more of the major life activities of the individual; (b) has a record of such impairment; or c) is regarded as having such an impairment.

1.12 "Disadvantaged" means a person between 14 and 17 years of age who is qualified to participate in SYEP because he or she is Disabled or Low Income, or has been referred to SYEP by one of the social services providers that works with disadvantaged families as being a youth in need of protection or care under Chapter 264 of the Texas Family Code, as determined by County staff.

1.13 "Eligible Youth," also referred to as "Participant," means a person meeting the criteria for Low-Income, Disabled or Disadvantaged, as determined by County summer youth program staff, and who has completed all required training and documentation.

1.14 "County Executive" means the County Executive for the Travis County Health, Human Services and Veterans Services Department, or her successor or designee.

1.15 "Fiscal Year" means the County and City fiscal year, which, at the time of execution of this Agreement begins October 1 and ends on the following September 30.

1.16 "Low income" means a person between the ages of 14 and 17 who is receiving free or reduced school lunches.

1.17 "Party" and/or "Parties" means the County and the City.

1.18 "Participant" , also referred to as "Eligible Youth", means a person meeting the criteria for Low-Income, Disabled, or Disadvantaged, as determined by County summer youth program staff, and who has completed all required training and documentation.

1.19 "WBL/SYEP" means Work-Based Learning/Summer Youth Employment Program.

1.20 "TCHHSVS" means the Travis County Health, Human Services and Veterans Services Department.

2.0 TERM OF AGREEMENT

2.01 **Initial Term.** The initial term of this Agreement shall begin on June 1, 2012, and expire on August 31, 2013 (Initial Term).

2.02 **Ratification.** County agrees to ratify the provision of services under the terms of this Amendment provided prior to the date of execution of this Amendment.

2.03 **Renewal Term(s).** Unless sooner terminated pursuant to the terms of this Agreement, and upon approval by each Party's governing body of funding during their respective budget process related to any renewal term, City and County may renew this Agreement in writing, upon the same or amended terms, on or before May 1, 2013, for a term of one year.

3.0 ADMINISTRATION

3.01 **City Administration.** City designates **HHSD** as the department responsible for the City's administration of this Agreement.

3.02 **County Administration.** County designates TCHHSVSD as the department responsible for County's administration of this Agreement.

3.03 **Authority.** It is acknowledged that no officer, agent, employee or representative of either Party has the authority to change the terms of this Agreement unless expressly granted that authority by the Party's governing body.

3.04 **Applicant Screening.** The Parties agree that each applicant for participation in WBL/SYEP will be screened to ensure that he or she meets the age requirements and other eligibility criteria.

3.05 **Authorized Representatives.** City and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions or other inquiries related to this Agreement shall initially be presented by and through the County Executive for the County and the City Director.

3.06 **Insurance.** City and County acknowledge and agree that each Party is self-insured and will maintain such coverage at a level sufficient to cover the needs of City and County, respectively, pursuant to applicable generally accepted business standards.

4.0 MAXIMUM CONTRACT FUNDS

4.01 **Maximum Funds - County.** During the Initial Term of the Agreement, County shall provide funding in an amount not to exceed Two Hundred Seventy Seven Thousand Five Hundred Fifty-Four Dollars (\$217,554.00).

4.02 **Maximum Funds - City.** During the Initial Term of the Agreement, City shall provide funding in an amount not to exceed Three Hundred Forty-Five Thousand Dollars (\$ 345,000.00).

4.03 **Expenditure.** City and County understand and agree that the funds designated under Sections 4.01 and 4.02 will be expended only for services and activities specifically related to the employment of Eligible Youth, as defined in Section 1.13, between the dates of June 1 and September 30 of 2012.

4.04 **Prior Debts.** Neither Party shall be liable for costs incurred or performances rendered by the other Party before or after the Agreement Term.

5.0 PERFORMANCE/SUBCONTRACTS

5.01 **Performance.** City and County funds set forth in Section 4.0 will be utilized by the Parties to provide and carry out the services and activities of comprehensive summer youth employment services as specified in Attachment A, "Work Statement," Attachment B, "WBL/SYEP Performance Measures," which are incorporated into this Agreement for all purposes, and all other terms and conditions of this Agreement. The Parties' performance of this Agreement shall comply with the terms and conditions governing the use of Agreement Funds for programs described in the appended Work Statement attached hereto and made a part hereof in accord with all terms of this Agreement.

5.02 **Subcontracts.** Neither party shall subcontract services required under this Agreement without the prior written approval of the other party.

6.0 PAYMENT

6.01 **Annual.** For the Initial Term, County shall pay City Two Hundred Seventeen Thousand, Five Hundred and Fifty Four Dollars (\$217,554.00) upon execution of the Agreement by both parties and receipt by County of the fully executed document.

6.02 **Amounts Not Disbursed.** At the end of the Initial Term, or any renewal term, of this Agreement, an accounting shall be made of any Agreement Funds which have not been paid as reimbursement to WBL/SYEP Participants entered into between County and Contractors or funds which have been disallowed or returned as the result of overpayments. City and County shall mutually agree as to the disposition of any such funds, whether such funds shall be re-appropriated for use or returned to the revenue source.

6.03 **Current Revenue Funds.** Both Parties shall make payments for services under this Agreement from current revenue funds available to that Party and set aside for this purpose. Each Party is paying for the performance of governmental functions and services from current revenues available to that Party in an amount that fairly compensates for the services or functions performed under this Agreement.

6.04 **Fiscal Year Limitation.** The Parties agree that funding under this Agreement can only be provided for the portion of the Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year. In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate either Party to provide funds in excess of the amount approved by the Party's governing body for any Fiscal Year and identified in this Agreement.

7.0 MONITORING

7.01 Both parties shall have the right to perform periodic on-site monitoring of the other Party's performance under the terms of this Agreement and the operation of WBL/SYEP services at the other Party's work sites and at work sites in the community. Such monitoring shall be accomplished with as little disruption to operations as possible and with reasonable advance notice.

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8.0 COORDINATION AND MANAGEMENT

8.01 **WBL/SYEP Coordinator.** It is understood and agreed that the services and activities provided for under the terms of this Agreement shall be directed by the Summer Youth Employment Coordinator ("Coordinator") who will be employed by County (one County FTE) for that purpose. The Coordinator will oversee all aspects of the WBL/SYEP through the TCHHSVS Community Services Division under the ultimate direction of the County Executive. Job responsibilities of the Coordinator will include curriculum development, job development, placement, evaluation and planning and coordination with other youth employment providers in the Austin and Travis County community.

8.02 **Management.** Both Parties agree to provide their respective services under this Agreement in a professional manner and in accordance with the terms of this Agreement, including Attachment A, titled "Work Statement", which is attached to and incorporated into this Agreement for all purposes.

9.0 RETENTION AND ACCESSIBILITY OF RECORDS

9.01 **City Retention.** Unless otherwise specified herein, City shall maintain all records related to its performance under this Agreement, including fiscal records and documentation for all expenditures pertaining to this Agreement, in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily or three (3) years after the end of the applicable Agreement term, whichever occurs later.

9.02 **County Retention.** Unless otherwise specified herein, County shall maintain all records related to its performance under this Agreement, including fiscal records and documentation for all expenditures pertaining to

this Agreement, in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily or three (3) years after the end of the applicable Agreement term, whichever occurs later.

9.03 **Access.** Subject to applicable laws, County shall give the City, and City shall give County, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by City or County, respectively, pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by City or County.

9.04 **Confidentiality of Records.** City and County agree to maintain the confidentiality of information related to or created under this Agreement as required by Texas or federal laws or regulations and as permitted by the Texas Open Government Act, Chapter 552 of the Texas Government Code.

9.05 **Accurate Information.** Each Party warrants that all reports, data and information submitted to the other Party will be accurate, reliable and verifiable. Approval by the receiving Party shall not constitute nor be deemed a release of the responsibility and liability of the submitting Party, its employees, agents or associates for the accuracy and competency of their reports, information, documents or services, nor shall approval by the receiving Party be deemed to be the assumption of such responsibility by the receiving Party for any defect, error, omission, act or negligence or bad faith by the submitting Party, its employees, agents or associates.

10.0 AUDIT

10.01 **County Audit.** Except as otherwise provided herein, County has the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. County agrees to permit County or its authorized representative to audit the records that relate to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. City shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement that County may require of City.

10.02 **City Audit.** Except as otherwise provided herein, City has the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. County agrees to permit City or its authorized representative to audit the records that relate to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. County shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement that City may require of County.

11.0 INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES

11.01 **Independent Entities.** The parties expressly acknowledge and agree that City and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies. The relationship of County and City under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

11.02 **Liability.** As between City and County, County shall be liable for any claims or losses arising from any acts or omissions of the Coordinator or other County employees who perform services pursuant to this Agreement and of WBL/SYEP Participants who are placed in work settings at the County or in the community; and as between City and County, City shall be liable for any claims, damages or losses arising from any acts or omissions of the City employees who perform services pursuant to this Agreement and of WBL/SYEP Participants who are placed in work settings at the City.

11.03 **Claims Notification.** If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against City or County related to this Agreement or WBL/SYEP, the Party against whom the claim or other action is made shall give written notice to the other Party of the claim, or other action within three (3) working days after being notified of it or the threat of it. Such notice shall include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 15.0 of this Agreement. Except as otherwise directed, the Party against whom the claim has been made shall furnish to the other Party copies of all pertinent papers received with respect to the claims or actions.

12.0 TERMINATION

12.01 **Termination.** Unless otherwise specified herein, either party shall have the right to terminate this Agreement at any time before the date of termination for the following reasons:

12.01.1 During the budget planning and adoption process, Commissioners Court or City Council, respectively, fails to provide funding for the Agreement during the next Agreement period.

12.01.2 Either party has failed to comply with any term or condition of this Agreement.

12.02 **Mutual Termination.** Either party has the right to terminate this Agreement, in whole or in part, when both parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the current 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.

12.03 **Termination Procedure.** At least thirty (30) days prior to the effective date of termination, the Party seeking termination shall notify the other party of the reasons for termination.

12.04 **Continued Liability.** Notwithstanding any exercise by County of its right of termination, City shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Agreement by City. Notwithstanding any exercise by City of its right of termination, County shall not be relieved of any liability to City for damages due to City by virtue of any breach of this Agreement by County.

12.05 **Rights Surviving Termination.** If either party terminates this Agreement City has the right to receive payment for all purchases provided before the date of termination and not previously paid.

13.0 MISCELLANEOUS PROVISIONS

13.01 **Compliance with Federal, State and Local Laws.** City and County shall each provide, or contract to provide, any services and activities for which it is responsible under this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504 (29 U.S.C., Section 794), the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933], Chapter 73, Texas Administrative Code, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV). Neither City nor County shall discriminate against any employee, applicant for employment, or client based on race, religion, color, sex, national origin, age or handicapped condition.

13.02 **Limitations on Job Placements.** The City and County each agree that WBL/SYEP Participants

shall not be placed in any jobs or positions in which they have contact with minors (children under 18 years of age), or with disabled or elderly individuals.

13.03 **Non-Waiver.** No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of City which then exists or may subsequently exist. No payment, act or omission by City may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist.

13.04 **Reservation of Rights and Remedies.** All rights of County under this Agreement 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 Agreement shall not preclude the exercise of any other right or remedy under this Agreement 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. All rights of City under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to City under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement 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.

13.05 **Binding Agreement.** This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

13.06 **Entire Agreement.** All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement. The attachments listed below are made a part of this Agreement, and constitute promised performances by the parties in accordance with this Agreement:

- 13.06.1 Attachment A, Work Statement
- 13.06.2 Attachment B, WBE/SYEP Performance Measures
- 13.06.3 Attachment C, Budget
- 13.06.4 Attachment D, WBE/SYEP Placement Template

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13.07 **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate Courts of Travis County, Texas.

13.08 **Severability.** If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding, and shall continue to have full force and effect and shall in now way be impaired or invalidated by that holding..

13.09 **Political Activity.** Neither County nor City shall use any of the performance under this Agreement or any portion of the Agreement funds for any activity related to the result of an election for public office or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of either Party from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the possession of the employee or official not considered under law to be confidential. No Agreement Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of City, County, the State of Texas or the government of the United States.

13.10 **Sectarian Activity.** County and City shall ensure that activities performed under this Agreement shall be carried on in a manner free from religious influence. City and County agree to be bound by the provisions of Section 702 of the Civil Rights Act [42 U.S.C., Section 2000E-1(a)] regarding employment practices and Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C., Section 604a) regarding additional rights and responsibilities for charitable and faith-based providers of social services, assisted individuals and providers of such services.

13.11 **Publicity.** When appropriate, County and City shall publicize the services and activities of

County and City under this Agreement. In any publicity prepared or distributed by or for County or City, the funding through County and City shall be mentioned as having made the project possible.

13.12 **Interpretational Guidelines**

13.12.1 **Computation of Time.** When any period of time is stated in this Agreement, 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 or City has declared a holiday for its employees these days shall be omitted from the computation.

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

13.12.3 **Headings.** The headings at the beginning of the various provisions of this Agreement 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 Agreement.

13.13 **Compliance With Applicable Law.** In the performance of the services required of each party pursuant to this Agreement, City and County agree to comply with all applicable federal, state, county and city statutes, ordinances, rules and regulations.

13.14 **Immunity or Defense.** It is expressly understood and agreed by both Parties that neither the execution of this Agreement, nor any conduct of any representative of City or County relating to this Agreement, shall be considered to constitute a waiver of immunity or defense that would otherwise be available to that entity against a claim arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not constitute a waiver or decision to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Party.

13.15 **No Third Party Beneficiaries.** This Agreement sets out the agreements and obligations between County and City only, and does not obligate either Party to the other Party's subcontractors or to any third party. This Agreement creates no third party beneficiary rights in any other person or entity, including but not limited to any individual WBL/SYEP applicant or Participant.

13.16 **Survival of Conditions.** All provisions of this Agreement that impose continuing obligations on the parties, or on either party, including but not limited to warranty, limitation of liability and confidentiality, shall survive the expiration or termination of the Agreement.

13.17 **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of City or County shall initially be presented by City to County by submission in writing to the County Executive with a copy to the County Purchasing Agent and by County to City by submission in writing to the City Director. If satisfactory resolution cannot be achieved between the Parties within a reasonable time, and should mediation be acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Sec. 154.073, unless both Parties agree, in writing, to waive the confidentiality.

13.18 **County Public Purpose.** By execution of this Agreement, the Commissioners Court hereby finds that the needs to be addressed by the services to be provided under the terms of this Agreement and specifically set forth in the attached Work Statements, constitute a significant public concern impacting members

of the population which the County serves. The Commissioners Court further finds that the provision of services to be provided by City pursuant to this Agreement will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for identified individuals.

14.0 AMENDMENTS

14.01 **Written Amendments.** This Agreement may not be amended except in a writing following approval by each Party's governing body. Any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by all parties. Each Party acknowledges that no officer, agent, employee or representative of the other Party has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by the Party's governing body.

14.02 **Submission of Amendment.** City shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any attachment to it to the County Purchasing Agent, with a copy to the County Executive for consideration. Requests for alterations, additions or deletions of the terms of this Agreement by County shall be submitted to the City Manager and City Director.

15.0 NOTICES

15.01 Any notice required or permitted to be given under this Agreement 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 15.0 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 below

15.02 **Address.** The address of County for all purposes under this Agreement shall be:

Sherry Fleming
County Executive, TCHHSVS
P. O. Box 1748
Austin, Texas 78767

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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

and

Cyd Grimes, Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

15.03 **City Address.** The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Marc Ott (or his successor in office), City Manager, City of Austin
P. O. Box 1088
Austin, Texas 78767

and

Mark Washington, Director (or his successor in office)
City of Austin Human Resources Department

P. O. Box 1088
Austin, Texas 78767

Carlos Rivera, Director / Shannon Jones, Deputy Director (or the successor in office)
City of Austin Health and Human Services Department
P.O. Box 1088
Austin, Texas 78767

With copy to:

Karen M. Kennard, City Attorney (or her successor)
P. O. Box 1088
Austin, Texas 78767

15.04 **Change of Address.** Each party may change the address for notice to it by giving notice of the change in compliance with Section 15.0 and delivering a copy of the notice to the County Clerk and City Clerk for attachment to this Agreement no later than ten (10) days after the effective date of the notice.

16.0 LEGAL AUTHORITY

16.01 **Legal Authority to Enter Agreement.** Each party guarantees that it possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services it is obligated to perform under this Agreement.

16.02 **Signature**

16.02.1. The person or persons signing this Agreement on behalf of City, or representing themselves as signing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to sign this Agreement on behalf of City and to bind City validly and legally to all terms, performances, and provisions in this Agreement.

16.02.2. The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

17.0 PROHIBITIONS

17.01 **Conflict of Interest.** In performing duties under this Agreement, City employees shall comply with the conflict of interest requirements and ethics provisions set forth in the Austin City Code, Chapter 2-7, Article 4 (a copy of which has been provided to County). County employees shall comply with any conflict of interest and ethics requirements adopted by the Travis County Commissioners Court. Employees of both Parties shall comply with the conflict of interest provisions in Chapter 171 of the Texas Local Government Code, with the provisions of Chapter 573 of the Texas Government Code (Nepotism) and other applicable laws. No officer, employee, independent consultant, or elected official of City or County who is involved in the development, evaluation, or decision-making process regarding this Agreement, or the performance of this Agreement, shall have a financial interest, direct or indirect, in the Agreement.

17.02 **Solicitation.** Both Parties warrant that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by that Party to secure business. For breach or violation of this warranty, the non-breaching Party shall have the right to terminate this Agreement without liability, or, in its discretion, to, as applicable, add or to or deduct from the Agreement price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

17.03 **Gratuities.** Either Party may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the other Party or any agent or representative to any official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled pursuant to this provision, the canceling Party shall be entitled, in addition to any other rights and remedies, to recover from the other Party a sum equal in amount to the cost incurred by the offending Party in providing such gratuities. Neither Party's employees, officers and agents shall solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors.

18.0 ASSIGNABILITY

18.01 No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. Each Party acknowledges that no officer, agency, employee or representative of the other Party has any authority to grant such assignment unless expressly granted that authority by that Party's governing body.

19.0 FORCE MAJEURE.

19.01 Neither Party shall be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is

impractical under the circumstances, in which case notification shall be given as timely as possible. The Parties agree that breach of this provision by one Party entitles the other Party to refuse or stop payments or immediately terminate this Agreement.

DRAFT

EXECUTED in duplicate originals this the __ day of _____, 2012.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge Date: _____

APPROVALS:

Approved as to Form: _____ Date: _____
Assistant County Attorney

Approved By: _____ Date: _____
Cyd V. Grimes, C.P.M., CPPO Purchasing Agent

Funds Verified By: _____ Date: _____
Susan Spataro, County Auditor

CITY OF AUSTIN

By: _____
Bert Lumbres, Assistant City Manager Date: _____

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ATTACHMENT A
WORK STATEMENT

WORK-BASED LEARNING/SUMMER YOUTH EMPLOYMENT PROGRAM

I. PURPOSE

The purpose of WBL/SYEP is to provide a variety of work-based learning/summer youth employment opportunities through meaningful work experiences that promote economic self-sufficiency, good citizenship and healthy lifestyles and to provide related services to Eligible Youth ages fourteen (14) to seventeen (17) with special emphasis towards Low income, and Disabled youth as defined in this Agreement. Program objectives are as follows:

- Provide youth with knowledge, job skills, and employment opportunities
- Develop personal responsibility
- Foster positive relationships with adults
- Develop good work habits
- Build confidence and self-worth
- Strengthen communication skills
- Strengthen broad social and technical skills
- Enhance the basic education skills of youth
- Provide eligible youth with exposure to the world of work

II. PROGRAM DESCRIPTION

WBL/SYEP provides paid employment between June 1 and August 31 of each year in an Agreement Term for youth between the ages of 14 and 17 (and 22 for youth with disabilities) in conjunction with community, faith based and non-profit organizations. Eligible youth are trained in a variety of areas which include:

- Career development
- Self-Assessment
- Personal Profile

"WBL/SYEP for Youth With Disabilities" is an integrated component of the WBL/SYEP designed to provide paid employment opportunities for youth with disabilities during the same time periods during any Agreement Term. The purpose of this component is to integrate youth with disabilities to allow them to work alongside their non-disabled peers to develop these youth vocationally in order to provide disabled youth with the same opportunities made available to non-disabled youth under this Agreement. For purposes of this Agreement, "Disability" will be defined as (1) a physical or mental impairment that substantially limits one or more of the major life activities of the individual; (2) a record of such impairment; or (3) being regarded as having such an impairment. This may include persons served under the Individuals With Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act or 1973. As necessary, determinations in this area will be made by the Youth With Disabilities Coordinator. All services to youth with disabilities will be provided within the limits of applicable law. In addition to the services listed above, this component will also provide:

- Adaptive Technology Assistance (funded through the City of Austin Human Resources Department outside the budget provided by this Interlocal Agreement)
- Appropriate job matching and job placement

WBL/SYEP is administered and conducted by the Community Services Division of TCHHSVS under the direction of the WBL/SYEP Coordinator.

III. STATEMENT OF RESPONSIBILITY - CITY

In coordination with the Coordinator, City shall be responsible for the following:

A. Payroll/Administrative. During the Initial Term, City agrees to manage the payroll and provide other related administrative responsibilities and services listed below as necessary to support youth participating in the WBL/SYEP Program at no additional cost to County as follows:

1. Payroll Services;
Processing youth timesheets
Input of hours from timesheets
Collating checks and delivering to Coordinator
2. Provide the staff to conduct the following support services:

Preparation of approximately 750 youth (or more) applications for processing by the City of Austin Human Resources Department (City HR) for payroll

Processing all documents associated with the on-boarding into the city's system. These documents shall include, but are not limited to, the application and all supplemental local, state, and federal documents pursuant to the application process. Additionally, the City shall process the I-9 document separate and apart from the applications and shall be responsible for its completion with the assistance of the County. The County may act as the City's agent for all documents associated with the application except for the I-9 form.

3. Provide a list of the number of opportunities for each department

For any renewal term, the hiring and payroll responsibilities shall be re-negotiated.

IV. STATEMENT OF RESPONSIBILITY - COUNTY

County shall be responsible for the following:

A. Eligibility screening and placement of 750 Eligible Youth in summer jobs with a variety of governmental and non-profit organizations. At least 115 youth with disabilities will be employed during the Initial Term. The Parties agree that meeting this goal for placement of youth with disabilities is the primary function of the Youth with Disabilities Coordinator, but that these numbers are conditioned upon the receipt of application for employment under the WBL/SYEP by at least that many qualified youth with disabilities. If sufficient qualified applications for youth with disabilities are not received, County will place other youth in the positions pursuant to the terms of this Agreement.

The jobs provided for Eligible Youth under the terms of this Agreement will include, but not be limited to the following areas, provided that the limitations in Section 13.02 are followed:

Environmental
Accounting/Finance
Customer Services/Customer Relations
Newspaper/Journalism
Office/Clerical
Criminal Justice
Public Health
Communications
Computer Technology

- B. Adhering to all State of Texas and Federal Child Labor Requirements under the Fair Labor Standards Act ("FLSA"), including the following:
- Employment of any 14 or 15 year old minor is limited to certain occupations under conditions which do not interfere with their schooling, health or well being.
- C. Providing job readiness training for at least 900 summer youth employees.
- D. Submitting a yearly report to the HHSD on the 30th of September upon completion of the program for the fiscal year. The report shall contain: total number of SYEP Participants trained, and number in each eligibility category who were trained; total number of SYEP Participants placed in jobs, and number in each eligibility category who were placed in jobs; name of each employer that participated in SYEP and number of Participants who worked for each employer.
- E. The County will include in the year-end report the names of participants, and placement sites.
- F. The County will provide the City HHSD a list of supervisors for the youth placement per session in the year end report, September 30th. 2012 Upon request will provide a listing of supervisors and number of youth per session after May 14th, 2012.
- G. Managing other related administrative responsibilities necessary to support youth participating in the WBL/SYEP.
- H. Personnel. County will be responsible for employing qualified personnel to fill full-time regular positions and other support positions, if necessary, to meet the following requirements: (Where specific requirements are not stated, County, with City input, will determine the appropriate extent and type of services necessary to meet the goals of the program pursuant to the terms of this Agreement.)
- I. WBL/SYEP Coordinator - County will employ a WBL/SYEP Coordinator who will report to the TCHHSVS Community Services Division Director. Duties and responsibilities will include the following:
- Over-all program budget management (City, County and grant funds)
 - Supervision of over 40 team leaders and support staff (or the number of team leaders and staff as necessary to manage the program during any agreement term as determined by County)
 - Supervise other regular staff positions and temporary staff
 - Lead program evaluation to ensure utilization of resources and effective delivery of service, including oversight in the maintenance of database management system
 - Report to elected officials, community members and management on program status and outcomes
 - Provide regular updates to the Austin Mayor's Committee for People with Disabilities regarding the progress of employment of youth with disabilities.
- J. Job Development, Planning and Training. County will employ appropriate staff (2 FTEs) to provide the following functions and other activities that support the WBL/SYEP:
- Develop public/private sector jobs
 - Coordinate placement of youth.
 - Maintain employer database
 - Coordinate and facilitate "Train the Trainer" workshops
 - Develop training materials
 - Secure training sites, conduct training, and evaluate training of Participants and sponsors
 - Provide presentations for a wide variety of public groups and organizations
 - Plan and coordinate activities related to targeted populations to include assessing job readiness

skills, coordinating job readiness classes and conducting orientations and training.
Provide support for the WBL/SYEP to include receiving applications, reviewing applications for completeness, and contacting the youth and family

- K. Youth With Disabilities Coordination. County will employ a Youth With Disabilities Coordinator who will report to the WBL/SYEP Coordinator. Duties and responsibilities include the following as specifically related to working with and on behalf of youth with disabilities.

- Develop public and private sector jobs
- Coordinate placement of youth
- Assist in maintaining employer database
- Assist with the coordination and facilitation of "Train the Trainer" workshops
- Develop training materials that address hiring of youth with disabilities
- Plan and coordinate activities related to targeted populations (especially youth with disabilities) to include assessing job readiness skills, coordinating job readiness classes and conducting orientations and training
- Secure services and resources to enhance competencies of youth with disabilities (adaptive equipment will be purchased through the City of Austin)
- Advocate on behalf of youth with disabilities
- Cultivate employment opportunities throughout the community for youth with disabilities
- Provide regular progress updates to the Austin Mayor's Committee for People with Disabilities
- Other duties as assigned and agreed to by County.

- L. Site Liaisons. County will employ Site Liaisons and other support staff mutually agreed to by City and County as necessary to manage the program during any high season term. Duties and responsibilities will include providing support to the WBL/SYEP and serving as the liaison between the employment site, the youth and the WBL/SYEP. Site Liaisons will report directly to the WBL/SYEP Coordinator.

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V. JOINT CITY/COUNTY RESPONSIBILITIES

City and County will both be responsible for conducting services and activities under the terms of this Agreement in a manner that will:

- make placement of youth with disabilities a priority.
- provide employment of at least 115 youths with disabilities subject to the applicable terms of the Agreement.
- provide for placement in employment of at least 750 youth

ATTACHMENT B

PERFORMANCE STANDARDS

I. RESPONSIBILITIES FOR PERFORMANCE STANDARDS PREPARED BY COUNTY.

County will provide program evaluation and performance measurement. County program staff will interview all participating youth, parents of youth Participants and employers of youth Participants and utilize the following indicators to document success:

95% of youth Participants surveyed (750) will report over-all satisfaction with their summer employment experience

95% of parents surveyed will express over-all satisfaction with the WBL/SYEP

95% of employers surveyed will report over-all satisfaction with their summer youth employment experience (not including team leaders employed by the City)

Number of youth placed in job

Number of free and reduced lunch youth trained

Number of free and reduced lunch youth placed

Number of youth trained

Number of youth with disabilities placed in Summer Youth Employment jobs

Youth with disabilities report:

Total number of youth with disabilities:

A subset of youth with disabilities for the following:

a. Total number of program applicants

b. Total number of program Participants

c. Total number of Participants trained

d. Total number of youth participating in work

Total number of youth completing the work program

Percentage of employed (work at least one day) youth in Summer Youth Employment that successfully complete employment.

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ATTACHMENT C
BUDGET

CITY OF AUSTIN STIPENDS:	\$345,000.00
<u>TRAVIS COUNTY STIPENDS:</u>	<u>\$217,554.00</u>
TOTAL:	\$562,554.00

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ATTACHMENT D
WBL/SYEP PLACEMENT REPORT

Student's Name	City of Austin Department	Supervisor	Session Attending
			Session 1 <input type="checkbox"/> Session 2 <input type="checkbox"/>
			Session 1 <input type="checkbox"/> Session 2 <input type="checkbox"/>
			Session 1 <input type="checkbox"/> Session 2 <input type="checkbox"/>
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**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 854-4115**

DATE: June 6, 2012

TO: Travis County Purchasing Office

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

SUBJECT: Interlocal agreement between the City of Austin and Travis County
for the Summer Youth Employment Program

Proposed Motion:

Consider and take appropriate action to approve the interlocal agreement with the City of Austin for the FY'12 Summer Youth Employment Program.

Summary and Staff Recommendations:

Travis County and the City of Austin have jointly funded the Summer Youth Employment Program (SYEP) since 1997. SYEP provides a variety of work-based learning opportunities for at-risk youth throughout the City of Austin and Travis County. Travis County is responsible for administering the program and managing day-to-day operations. There are four full-time staff and approximately seven temporary/seasonal Travis County employees who operate the program. The City of Austin handles all payroll duties for participating youth.

Travis County will contribute \$217,554 toward youth stipends in FY'12, with the City of Austin contributing \$345,000. The total combined funding for youth stipends is \$562,554. This will provide summer jobs for 750 youth, including 115 youth with disabilities.

TCHHSVS staff recommends approving the interlocal.

Budgetary and Fiscal Impact:

Travis County's contribution for FY'12 is \$217,554. This contract follows the county's fiscal year. Funds are located in account number 1580270001. Fund certification requisition number is 1000000885.

Contract Term:

June 1, 2012 to August 31, 2013

Issues and Opportunities:

SYEP provides at-risk youth, including those with disabilities, with summer employment designed to promote self-sufficiency, good citizenship and healthy lifestyles.

Background:

SYEP is supported by more than 50 community-based and faith-based organizations that work with county staff to recruit, train, mentor and place young people between the ages of 14 and 17 (14 and 22 for youth with disabilities) in summer jobs. Youth receive training in career development and undergo a self-assessment and personal profile to assist them in identifying future career interests. Youth are placed in jobs exposing them to various career paths such as environmental science, accounting, customer service, journalism, elder care, criminal justice, public health, and child development. They also receive training in life skills, anger management, conflict resolution, and making healthy choices.

Need for Date Ratification

City of Austin and Travis County agreed to necessary changes to the inter-local agreement regarding the duties and responsibilities assumed by each party. The changes caused a delay on the renewal process. With the main goal being the continuity of services and considering that initial work is provided by the City as in kind service and that County financial obligations begin with the first payroll starting on June 22, 2012; a ratification approval of this contract to date June 1, 2012 to August 31, 2013 is requested.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
 Susan A. Spataro, CPA, CMA, Travis County Auditor
 Jose Palacios, Chief Assistant County Auditor
 Mike Crawford, Senior Financial Analyst, Travis County Auditor
 Mary Etta Gerhardt, Assistant County Attorney
 Rodney Rhoades, Executive Manager, Planning and Budget Office
 Travis Gatlin, Analyst, Planning and Budget Office
 Cyd Grimes, C.P.M., Travis County Purchasing Agent
 Caula McMarion, HHS and VS, Finance Accountant
 Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office