



Travis County Commissioners Court Agenda Request

Meeting Date: October 15, 2013

Prepared By/Phone Number: Gloria Souhami, Director, Underage Drinking Prevention Program (UDPP)

Elected/Appointed Official/Dept. Head: 512-854-4229

Commissioners Court Sponsor:

AGENDA LANGUAGE:

APPROVE AND SIGN INTERLOCAL AGREEMENT BETWEEN DEL VALLE INDEPENDENT SCHOOL DISTRICT AND TRAVIS COUNTY (UDPP).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A – NO COST TO TRAVIS COUNTY OR TO DEL VALLE INDEPENDENT SCHOOL DISTRICT

REQUIRED AUTHORIZATIONS:

JUDGE BISCOE'S SIGNATURE

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

**TRAVIS COUNTY ATTORNEY'S
UNDERAGE DRINKING
PREVENTION PROGRAM**

Travis County Attorney's Office

P.O. Box 1748

Austin, Texas 78767

(512) 854-4229

DAVID A. ESCAMILLA
COUNTY ATTORNEY

MEMORANDUM

TO: Travis County Commissioners Court

FROM: Gloria Souhami

DATE: October 3, 2013

RE: Interlocal Agreement

The Underage Drinking Prevention Program works with various school districts in Travis, Hays and Williamson Counties. This year, the Del Valle Independent School District (ISD) requested an interlocal agreement between the district and the county detailing the program's availability and stating that there is no cost associated with program services either to the county or the district. Please sign the attached interlocal agreement, which has been reviewed both by Mary Etta Gerhardt in the Travis County Attorney's Office, and the Del Valle ISD business office.

Thank you for your support.

**Interlocal Agreement Between
Del Valle Independent School District**

And

Travis County

This Agreement ("Agreement") is between Travis County, a Texas political subdivision of the State of Texas ("County") and the Del Valle Independent School District ("District" or "DVISD"), collectively referred to as the "Parties" or individually referred to as "Party," and is effective the date of signature, 2013 ("Effective Date").

WHEREAS, County wishes to provide the Underage Drinking Prevention Program (UDPP);

WHEREAS, District recognizes and appreciates the benefits to be derived from providing such instruction;

WHEREAS, County has the authority to provide for the care of indigents and other qualified recipients (Tex. Loc. Gov't. 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 to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

WHEREAS, County and DVISD have the authority to enter into an Interlocal Cooperation Agreement through Texas Constitution, Article 3, Sec. 64, and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

NOW THEREFORE, County and District agree as follows:

1.0 Term of Agreement

1.1 Initial Term. The Initial Term of this Agreement shall begin the day the Agreement is signed by both Parties and continue through June 30, 2014. The period of performance of services under the Agreement for the Initial Term shall be for the academic year 2013-2014 (with the "academic year" as used in this Agreement to be defined by District for any Agreement term) included in the Initial Term.

1.2 Renewal Term. This Agreement may be extended for an additional one-year term beginning July 1, 2014, and continuing through June 30, 2015, with services provided during the 2014-2015 academic year; and for an additional one-year term beginning July 1, 2015, and continuing through June 30, 2016, with services provided during the 2015-2016 academic year. Such extension(s) will be evidenced by written agreement County and District stating their intent to continue the Agreement based on the continuation of grant funding upon which the agreement is based and approval by the Commissioners Court during the budget process of each fiscal year applicable to the respective Agreement term.

2.0 Funding. Instruction provided by County will be funded by County budget either from grant funds actually received by County or current revenue funds of County set aside for the purpose of this Agreement. No fees will be charged to students or District. It is understood and agreed that, in no event shall any provision of this Agreement or any agreement entered into under the terms of this Agreement be interpreted to obligate the County beyond the funds approved by the Commissioners Court for this Agreement for any County Fiscal Year/budget period or beyond Grant funds actually received. It is acknowledged that no officer, agent, employee or representative of County has any authority to make any change to this Agreement unless expressly granted that authority by the Commissioners Court or unless approved by the Commissioners Court.

3.0 County Services - The Travis County Underage Drinking Prevention Program (UDPP). UDPP provides anti-DWI/alcohol awareness presentations and information booths free to elementary, middle and high school age youth. The UDPP receives funds from the National Highway Traffic Safety administration through a grant administered by the Texas Department of Transportation. The UDPP may be provided by County at any school in the District as mutually agreed to by the Parties.

4.0 Space and Equipment. District will provide space and access to students in accordance with District policies and practices and as reasonable and appropriate in the opinion of District and campus administrators.

5.0 Supervision. The program instruction and oversight shall be under the direction and responsibility of County.

6.0 Criminal History Record Information. County, at its sole cost and expense, obtains for each covered employee the criminal history record information as required by TEC § 22.0834. The term "covered employee" shall mean any individual as required by County. County shall not allow on District Property any covered employee who has been convicted of (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school. If during the period County is providing services under this Agreement, County or the District receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this paragraph 6.0, County shall prohibit such covered employee from future entry on District Property. The terms "continuing duties" and "direct contact with students" shall have the meanings designated for such terms in 19 TAC §153.1101. The District will be the final arbiter of what constitutes continuing duties and direct contact with students.

7.0 Termination and Notice.

7.1 Termination of Agreement. This Agreement may be terminated by either Party by giving ten (10) days written notice of such termination and the effective date of the termination as follows:

If to District: Kelly K. Crook,
Superintendent of Schools
Del Valle Independent School District
512/386-3010
5301 Ross Road Suite 103
Del Valle, Texas 78617

If to County: Gloria Souhami
Travis County Attorney's Office
P. O. Box 1748
Austin, Texas 78767

7.2 Notice. Except as otherwise specifically noted in this Agreement, 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 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 set forth in Section 7.1 above.

8.0 Compliance with Laws. County agrees to abide by all District policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC § 12111, *et seq.*, 29 CFR §130.1, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USD §1232g, *et seq.*, 34 DFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USD §1681 *et seq.*, 34 DFR §106.1 *et seq.* All Parties shall provide services under this Agreement in compliance with all applicable federal, state and local laws, orders, regulations, rules, policies and certifications, and with the provisions of the Constitution of the United States and the Constitution of Texas.

9.0 Independent Contractor. It is agreed that County and District are each independent contractors and shall each be solely responsible for payment of that Party's employees and shall provide, if required, workers' compensation and public liability insurance to protect that Party from liability for injuries or damages to his employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. No employee shall be considered an employee of the other Party or gain any rights against the other Party pursuant to that Party's personnel policies. 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.

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

11.0 Assignability. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Parties.

12.0 Binding Agreement. This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Agreement.

13.0 Confidentiality. All Parties 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.

14.0 Liability and Claims Notification. No Party shall be liable for any claims or losses arising from any acts or omissions of another Party, or another Party's employees, officers, agents or representatives performed under this Agreement. Any Party receiving notice of any claim or other action against that Party in relation to this Agreement shall provide notice of such claim or action to the other Parties within five (5) working days of receipt of such claim.

15.0 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 Travis County, Texas.

16.0 Amendment. Any change to this Agreement must be in writing and signed by both Parties.

17.0 Insurance. Both Parties shall have and maintain standard insurance sufficient to cover the needs of that Party pursuant to applicable generally accepted business standards.

Signed this 30th day of September, 2013.

DEL VALLE INDEPENDENT SCHOOL DISTRICT

BY: 

Kelly K. Crook, Ph.D.
Superintendent
Del Valle Independent School District

Date: 9/30/13

TRAVIS COUNTY

BY: _____

Samuel T. Biscoe
Travis County Judge

Date: _____