



Travis County Commissioners Court Agenda Request

Meeting Date: June 10, 2014

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

**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: June 10, 2014

RE: Interlocal Agreement

The Underage Drinking Prevention Program works with various school districts in Travis, Hays and Williamson Counties. The Del Valle Independent School District (ISD) requests 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.

RENEWAL OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
DEL VALLE INDEPENDENT SCHOOL DISTRICT
(Underage Drinking Prevention Program)

This Renewal of written instrument ("2014-2015 Renewal") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and Del Valle Independent School District ("DVISD"), a state agency.

RECITALS

County entered into an Interlocal Agreement ("Agreement") with DVISD to provide services to DVISD students through the Underage Drinking Prevention Program of Travis County, the Initial Term of which will end June 30, 2014 ("Initial Term").

The Agreement allows the Parties to renew the Agreement with written approval, and the Parties desire to renew the Agreement.

In consideration of the mutual benefits to be received through the following changes, County and DVISD agree to change the Agreement as follows:

1.0 RENEWAL TERM

1.1 The Parties agree to renew the Agreement for an additional one-year term beginning July 1, 2014, and continuing through June 30, 2015 ("2014-2015 Renewal Term").

2.0 AGREEMENT PERFORMANCE

2.1 **Services and Activities.** The Parties acknowledge and agree that each Party shall perform, in a satisfactory manner as determined by the Parties, services and activities in accordance with the terms and conditions stated in the Agreement.

2.2 **Insurance.** The Parties agree that the requirements for insurance for the 2014-2015 Renewal will continue as set forth in the original Agreement.

2.3 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2014-2015 Renewal, each Party certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Agreement.

2.4 **Certification and Warranty.** By signing this 2014-2015 Renewal, the Parties certify that all certifications and warranties under the Agreement continue to be in full force and effect.

3.0 INCORPORATION

3.1 County and DVISD hereby incorporate the Agreement into this 2014-2015 Renewal. Except for the changes made in this 2014-2015 Renewal, County and DVISD hereby ratify all the terms and conditions of the Agreement. The Agreement with the changes made in this 2014-2015 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

3.2 The Parties agree that all requirements and obligations of the Agreement which have not been specifically changed by this 2014-2015 Renewal remain in full force and effect and apply to performance by the Parties during the 2014-2015 Renewal Term of the Agreement as amended.

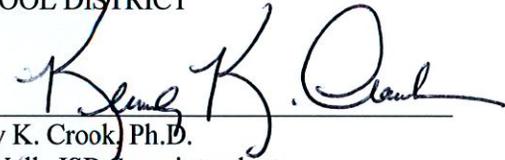
4.0 EFFECTIVE DATE

4.1 This 2014-2015 Renewal is effective July 1, 2014, when it is approved and signed by both Parties. This Agreement shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

TRAVIS COUNTY

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

DEL VALLE INDEPENDENT
SCHOOL DISTRICT

BY: 
Kelly K. Crook, Ph.D.
Del Valle ISD Superintendent
Date: 5-28-14