



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 28, 2014

**Prepared By/Phone Number:** Juanita Jackson – 854-4467

**Elected/Appointed Official/Dept. Head:** Sherri E. Fleming,  
County Executive for Health and Human Services and Veterans Service

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

## **AGENDA LANGUAGE:**

Consider And Take Appropriate Action To Approve A Memorandum Of Understanding Between Travis County And the Central Texas Afterschool Network For The Use Of Office Space.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

See attached memo

## **STAFF RECOMMENDATIONS:**

Staff recommends approval of this MOU

## **ISSUES AND OPPORTUNITIES:**

See attached memo

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

This MOU does not include funding. It outlines the responsibilities of each party as they relate to office space at 1600-B Smith Road

## **REQUIRED AUTHORIZATIONS:**

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

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
& VETERANS SERVICE**  
P. O. Box 1748 \* Austin, Texas 78767

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

**M E M O R A N D U M**

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**Date:** October 17, 2014

**To:** Travis County Commissioners Court

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

**Subject:** Central Texas Afterschool Network MOU

**Proposed Motion:**

Consider and take appropriate action to approve a memorandum of understanding between Travis County and the Central Texas Afterschool Network for the use of office space.

**Summary and Staff Recommendations:**

The Central Texas Afterschool Network (CTAN) is a collaborative effort between private and non-profit organizations in Central Texas committed to supporting providers of after-school programs that serve school-age children and their families. CTAN's mission is to expand access to high quality after-school programs in Central Texas through advocacy efforts using marketing materials and social media and by providing training and resources. This MOU allows a CTAN AmeriCorps VISTA volunteer to use a cubicle, desk, chair, and phone line at 1600-B Smith Road. CTAN will provide a laptop computer and any other needed equipment.

The CTAN AmeriCorps VISTA volunteer will not be involved in any of the programs provided by the Travis County CAPITAL AmeriCorps Project and will not be supervised by Travis County or Texas A&M AgriLife Extension staff.

TCHHSVS staff recommends approving this MOU.

**Budgetary and Fiscal Impact:**

This MOU does not include funding. It outlines the responsibilities of each party as they relate to office space at 1600-B Smith Road.

**Issues and Opportunities:**

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. The CTAN AmeriCorps VISTA volunteer will work to expand these programs for Travis County residents.

**Background:**

CTAN helps increase public awareness about the need for high quality after-school and summer learning programs as well as encouraging their improvement through the development of quality standards.

Cc: Dolores Sandmann, Director, Texas A&M AgriLife Extension Service  
Nicki Riley, CPA, CMA, Travis County Auditor  
Patty Lennon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Leroy Nellis, Acting County Executive, Planning and Budget Office  
Aerin Pfaffenberger, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN TRAVIS COUNTY AND**  
**CENTRAL TEXAS AFTERSCHOOL NETWORK (CTAN)**  
**FOR USE OF SPACE**

This Memorandum of Understanding ("Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and Central Texas Afterschool Network ("CTAN"), a non-profit organization.

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes); and provision of that care constitutes a public purpose; and

County has the authority to make space available for use within County a County building when that space is not necessary for use by County;

County is the owner of space located at 1600 –B Smith Road, Austin, Texas ("Facility"); and

CTAN desires to make certain services available to eligible clients using the Facility, and County desires to allow CTAN to use space at the Facility to provide such services.

NOW, THEREFORE, County and CTAN, in consideration of the mutual promises herein expressed and the consideration provided for herein, agree to and with each other as follows:

**1.0 DEFINITIONS**

1.1 "Facility" means the County space located at 1600-B Smith Rd., Austin, Texas 78721. It is understood that all obligations and performance in this Agreement are made by County and subject to County requirements. No representative of the Facility has any authority to bind County or make any representations beyond those specified in this Agreement.

1.2 "Commissioners Court" means the Travis County Commissioners Court.

1.3 "County Executive" means Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service ("TCHHSVS"), or her successor or designated representative.

1.4 "Eligible Client" means an individual determined by County to have met applicable requirements necessary to participate in the program for which services are provided under this Agreement.

1.5 "Extension Agent" means the Travis County Extension Agent, Lydia R. Domaruk (Texas A&M AgriLife Extension Service), or her designee or representative

1.6 "Party" or "Parties" means Travis County and/or CTAN.

**2.0 TERM OF AGREEMENT.**

2.1 **Term.** This Agreement for use of space granted shall cover the time period beginning September 1, 2014, and continuing through August 31, 2015.

2.2 **Termination.** This Agreement may be terminated without cause by either Party by giving thirty (30) days written notice to the other Party of the intent to terminate. County may terminate

this Agreement for cause without limitation at any time with written notice to CTAN specifying the date of termination.

### 3.0 USE OF SPACE

3.1 **CTAN Use of Space.** In exchange for the benefits to be provided to County by the AmeriCorps VISTA (Volunteers in Service to America) volunteer ("Volunteer"), County hereby grants to CTAN personnel, as stated in this Agreement, the right to enter, use and occupy the Facility for the purposes stated in this Agreement and within the limitations set forth further in this Agreement.

#### 3.2 **Limitation on Use.**

3.2.1 **Personnel.** Use by CTAN will be limited to the individual Volunteer designated in writing to County prior to the beginning of such use. CTAN agrees that any change in personnel will be provided to County in writing before any such change takes place. The Volunteer will be subject to approval by County, and County may request removal of such Volunteer at any time.

3.2.1 **Condition.** CTAN agrees to make no structural changes to any portion of the Facility and agrees to leave the Facility in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by County.

3.3 **CTAN's Personnel Protection.** CTAN acknowledges and agrees that CTAN shall be solely responsible at all times for the actions and the safety of the Volunteer utilizing the Facility under this Agreement, including, without limitation protecting County's property and the property of such Volunteer from loss or damage.

3.4 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract.

#### 3.4.1 Attachment A Work Statement

### 4.0 GENERAL PROVISIONS.

4.1 **Amendment.** Any changes to this Agreement must be made in writing and signed by both Parties. CTAN acknowledges and agrees that no officer, agent, representative or employee of County has any authority, either express or implied, to modify or amend the terms of this Agreement unless expressly granted that specific authority by the Commissioners Court.

4.2 **Prohibitions.** There shall be no smoking in any County building at any time. CTAN agrees not to use any equipment or material that is intended to produce an open flame. CTAN shall not provide any tobacco products or alcoholic beverages at the Facility. CTAN shall not use the Facility for any purpose other than those set forth in this Agreement.

4.3 **Use and Repair.** CTAN shall repair or replace any damage to the Facility caused by CTAN to the satisfaction of County.

4.4 **Control of Travis County.** CTAN shall at all times obey the direction and commands of the Travis County Sheriff, the County Executive, Travis County Administrative Operations Department, and the County Executive, Travis County Health and Human Services & Veterans Service (or their designated representative) while on or in the vicinity of the Facility. Any disregard of the directions, restrictions, rules or regulations referenced in this Section 4.4 shall be grounds for immediate termination of this Agreement and revocation of the permission for use granted hereunder.

4.5 **Indemnification and Claims.** CTAN agrees to and shall indemnify, save and hold harmless, and defend County, its agents, officials and employees from any and all claims, negligence, causes of action, suits and liability of any kind, loss, damages, costs, including attorneys fees or expenses, of whatever type or nature for personal injury, death, or property damage, or any cause of action, arising in whole or in part out of any and all acts of commission or omission of CTAN, its agents or employees or CTAN Personnel, arising out of or in connection with this Agreement or CTAN's use of the Facility for which a claim, including attorneys fees, demand, suit or other action is made or brought by any person, firm, corporation or other entity against CTAN or County. CTAN shall notify County immediately in the event that any claim or action is made or brought against CTAN or County regarding services provided under this Agreement. CTAN agrees that the indemnification set forth in this Section 4.5 covers all employees, volunteers, agents, representatives and individuals provided services for CTAN pursuant to the terms of this Agreement.

4.6 **Release.** In consideration of County allowing CTAN use of the space set forth in this MOU, CTAN agrees to release, waive, discharge and covenant not to sue County, its officers, agents, employees or servants for all personal injury, death or property damage that may occur while CTAN is utilizing the space assigned under this MOU. This release shall bind CTAN, its assigns, invitees, heirs and next of kin. This release: applies to any personal injury, death or property damage sustained by CTAN that was caused from either the negligence or intentional tort of Travis County, Texas or its officers, agents, employees or servants, whether so identified or not; applies to any premises or special defects arising from County property, real or personal, and also includes any injuries related to or caused by the operation of any motor driven vehicles; is as broad and inclusive as permitted by the laws of the State of Texas, and, if any portion of this MOU is held invalid, it is agreed that the balance shall continue in full legal force and effect; includes a release of County, its officers, agents, employees or servants from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when CTAN personnel may be treated for any purpose.

4.7 **Immunity.** It is expressly understood and agreed by the Parties that, in the execution of this Agreement, County does not waive nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

4.8 **Assignability.** CTAN may not assign any of the rights or duties created by this Agreement without the prior written approval of County.

4.9 **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 the City of Austin, Texas, or Travis County, Texas. It is expressly understood that any lawsuit, litigation or dispute arising out of or relating to this Agreement shall take place in Travis County and the City of Austin.

4.10 **Entire Agreement.** All oral and written agreements between the Parties 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.

4.11 **Independent Contractor.** The Parties agree that CTAN is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. The relationship of County and CTAN under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency, but shall be an independent contractor relationship.

4.12 **Insurance.** Without in any way limiting the liability of CTAN or its obligations under this Agreement, CTAN agrees to maintain during the term of this Agreement Commercial General Liability Insurance with combined minimum bodily and property damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with County named as an additional insured. CTAN shall provide County with a copy from its carrier evidencing such insurance within 10 days of execution of this Agreement and prior to provision of any services under this Agreement.

4.13 **Rights and Remedies.** No act or omission by County may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. The failure of either Party to exercise any right or privilege shall not be construed as a waiver of that right or privilege. All rights of County are specifically reserved.

4.14 **CTAN Authority.** CTAN guarantees that CTAN possesses the legal authority to enter into this Agreement and to perform the services CTAN has obligated itself to perform under this Agreement. The person or persons signing this Agreement, or representing themselves as signing this Agreement guarantees that he/she has been duly authorized to sign this Agreement on behalf of those participating under the terms of this Agreement and to bind CTAN validly and legally to all terms, performances, and provisions in this Agreement.

4.15 **Compliance.** CTAN shall provide all services 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. CTAN shall not discriminate against any employee, applicant for employment or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition.

4.16 **Confidentiality.** CTAN shall establish a method to ensure the confidentiality of any records and other information relating to Eligible Clients in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards.

4.17 **Severability.** If any portion or portions of this Agreement are ruled invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

4.18 **Permits.** CTAN shall be solely responsible for the costs and securing of any and all permits, licenses and other certifications required for the provision of services provided under this Agreement.

## 5.0 NOTICE

5.1 **Method.** Except as otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement 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 5.0, or on the third day following mailing if placed in the U. S. Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

5.2 **County Address.** The address of County for all purposes under this Agreement is:

Sherri Fleming, County Executive  
Travis County Health, Human Services and Veterans Services  
P. O. Box 1748  
Austin, Texas 78767

and

Lydia Domaruk  
County Extension Agent – Urban Youth Development  
4-H CAPITAL Project  
Texas A&M AgriLife Extension Service  
1600-B Smith Rd.  
Austin, Texas 78721

and

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

and

David Escamilla, Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
Attention: Transactions Division

5.3 **CTAN Address.** The address of CTAN for all purposes under this Agreement is:

CTAN  
P. O. Box 12611  
Austin, Texas 78711-2611

**6.0 EFFECTIVE DATE**

6.1 This Agreement shall be effective September 1, 2014 when it is signed by both Parties and shall continue in full force and effect through August 31, 2015.

**CENTRAL TEXAS  
AFTERSCHOOL NETWORK**

**TRAVIS COUNTY**

BY:   
Printed Name: Desirae Morker  
Title: President  
Authorized Representative  
Date: 10/14/14

BY: \_\_\_\_\_  
Samuel T. Biscoe  
  
Date: \_\_\_\_\_

**ATTACHMENT A**  
**WORK STATEMENT**

**COUNTY RESPONSIBILITIES**

**A. Building and Facilities Access**

1. Facility will be open during regular County business hours and the Volunteer will work from the Facility during those hours as specified by County. The Facility will be operated and maintained by County in good working condition throughout the MOU agreement term.
2. County agrees to provide CTAN/Volunteer the use of one cubicle, designated by County, within the Facility as a workspace for the Volunteer without charge to CTAN. The space shall only be used for services and activities as set forth in this Agreement. The designated space may change throughout the MOU agreement term as determined to be necessary by County, but the Volunteer will continually have sufficient work space made available within the Facility to achieve the stated purposes set forth in this MOU.
3. County will provide a chair and desk, and other furniture as needed and as available, for use by the Volunteer. CTAN will provide Volunteer with a laptop and any other equipment needed.
4. County will provide access to a secured storage area for CTAN computer and other equipment as available and necessary. CTAN/Volunteer will be responsible for ensuring the storage of supplies and equipment in the secured space provided when not in use, and understands and agrees that County is not responsible or liable in any way for such supplies and equipment, and that County does not guarantee the safety or security of any such equipment or supplies.
5. CTAN understands that special events may render the designated spaces unavailable on certain days during the Agreement Term. County will promptly notify CTAN about days the space will not be available, and, when possible, provide other space. If other space is not available, services will not be provided on those days.
6. Holidays. The Facility will not be available for use on the following County holidays.
7. County will make available a phone line and access to Travis County guest wireless internet within the reasonable capability of the County as determined by County staff.
8. County will not provide the Volunteer with a key card as Volunteer will only work during normal County business hours.

**CTAN RESPONSIBILITIES**

- A. Purpose.** CTAN operates to facilitate creation of out of school time systems ("OJT") in Central Texas which will provide eligible young people with access to quality OJT programs to assist working families and provide educational and uplifting opportunities for youth in poverty and skills needed to succeed.
- B. Services.** CTAN recognizes the value of the space and assistance offered by County and agrees to provide services as follows:
1. CTAN will ensure that the Volunteer abides by the policies and procedures set forth by the County.

2. CTAN will ensure that CTAN personnel have the necessary qualifications to provide services and that all services are provided in a timely manner.

3. CTAN will assure that all spaces utilized by CTAN are returned to their original conditions at the conclusion of each day.

4. CTAN will assure that all equipment (tables and chairs) provided by County is returned in the original/satisfactory condition, as determined by County, at the conclusion of operations under this Agreement.

**C. Volunteer Activities.**

1. The Volunteer will assist in building a CTAN website to provide the following to Travis County residents:

- a. Schedule of upcoming free professional development trainings open to all who work with youth.
- b. Free online resources for out of school time professionals.
- c. Community events calendar.
- d. Collaboration and partnership opportunities.

2. The Volunteer will assist in planning Professional Development trainings by such things as scheduling speakers and hosting monthly events.

3. The Volunteer will work closely with the CTAN subcommittee on system-building to help design and implement a coordinated approach to out of school time. TCHHSVS will also be involved in this work. This coordinated approach to afterschool programs will:

- a. Increase the quality of youth programs provided in Travis County.
- b. Increase communications and efficiency in resource distribution.
- c. Increase out of school time opportunities for Travis County youth.

**MUTUAL RESPONSIBILITIES**

1. County and CTAN will work together to produce a final report on the achievement of the above goals and responsibilities within thirty (30) days of the end of the MOU agreement term. CTAN and County will mutually agree on the format and content of such report, which will include information that will allow the evaluation of the benefits provided under this MOU.

2. County and CTAN will coordinate efforts of the County and the Volunteer throughout the MOU agreement term to maximize the efforts of the Volunteer and the benefits to CTAN, County and the youth and families being served.

3. Each party will be responsible for its own administrative and other costs incurred in the performance of this MOU.