



Inter-local Agreement between
The City of Austin
and
Texas AgriLife Extension Service
For Community Youth Development Services

This Inter-local Agreement (the "Agreement") is made by and between the City of Austin, a home-rule municipal corporation situated in Hays, Travis and Williamson counties acting by and through its duly authorized City Manager, or designee (the "City") and Texas AgriLife Extension Service ("AgriLife"), with principal offices in College Station, Texas, a member of Texas A&M University System ("AgriLife"), pursuant to Chapter 791 of the Texas Government Code, the Inter-local Cooperation Act. The parties have agreed to the mutual obligations and the performance of conditions of this Agreement as hereinafter described.

WITNESSETH

WHEREAS, the City has received five hundred thousand dollars (\$500,000) in Community Youth Development ("CYD") Grant funds from the Texas Department of Family and Protective Services ("TDFPS"), Prevention and Early Intervention Services division to provide CYD-related services to prevent juvenile crime specific to the 78744 zip code area; and

WHEREAS, The City has authorized the expenditure of such funds for the program entitled City of Austin Health and Human Services Department ("COA-HHSD") 78744, Youth of Promise Initiative Community Youth Development Project,

NOW, THEREFORE, inconsideration of the mutual covenants and agreements herein contained, the City and AgriLife agree as follows:

1. Contract Period
 - a. The initial period of this Agreement will be from January 1, 2009 through and including August 31, 2009, with two (2) additional 12-month renewal periods contingent upon approval of the Texas Department of Family and Protective Services (TDFPS) and the City Manager or his designee, and subject to the availability and appropriation of adequate funds.
 - b. Upon expiration of the initial term or any authorized period of renewal, AgriLife agrees to hold over under the terms and conditions of this Agreement for a period of time not to exceed one hundred twenty (120) days as may be reasonably

necessary, in order to renew or re-solicit this contract, unless terminated during this hold over period by either party in writing.

2. CONTRACT AMOUNT:

The City agrees to reimburse AgriLife for services rendered and actual expenses incurred in accordance with the Work Statement (Attachment A), Budget (Form 2030), Budget Narrative (Attachment C), and Performance Measures Report Forms (Attachment D). The City's total obligation for payment of contract funds shall not exceed the approved contract amount of forty five thousand dollars (\$45,000.00)

3. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

- 3.1 AgriLife shall comply with all prevailing, applicable federal, state, and local laws, rules, regulations, and policies governing the performance of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 3.2 For assistance in obtaining copies of applicable documents, AgriLife may contact the City designated Contract Monitor.
- 3.3 AgriLife shall adhere to OMB Circular A-021, Cost Principles for Institutions of Higher Education, in determining eligible administrative activities.
- 3.4 AgriLife may not use contract funds: to supplant other funding for services already in place; for charges which are billable to third party payers; for cash payments directly to intended recipients of services; for acquisition or real property, building construction, renovations, or other capital improvements; and for expenses of volunteers, or to serve youth who are currently involved in or have had prior involvement in the juvenile justice system, or youth who do not live in or attend school in, the target zip code area.
- 4.5 No fees may be charged to youth or their families receiving services that are funded by CYD Grant funds.
- 4.6 In the event that mid-term actual expenditures by AgriLife reflect a rate of expenditure indicating that the full contract amount will not be expended by term's end, the City may require AgriLife to either: 1) submit an updated expenditure plan to use the full contract amount; or 2) amend the budget amount to the amount projected to be expended, as determined by the City.

4. SERVICE PERFORMANCE:

AgriLife shall deliver all performance requirements in accordance with the negotiated Output and Outcome Performance Report Form (Attachment D), and provide, administer, and carry out all of the activities and services set forth in the Work Statement (Attachment A, Plan of Operation).

5. REPORTING REQUIREMENTS

- 5.1. AgriLife shall submit to City all Performance Reports, including Service Tracking Reports, Requests for Payment and Expenditure Reports, CYD Registration Forms, and any other fiscal and program reports as the City may require by the designated

deadlines as outlined in the Performance Report Forms and Reports Delivery Schedule (Attachment D).

- 5.2. AgriLife is required to collect and report relevant data documenting progress towards accomplishing contracted services, as well as other data requested by COA-HHSD. The Monthly Service Tracking Report must be received on or before the sixth (6th) day of the month following the month in which services were incurred. The Monthly Performance Reports must be received on or before the tenth (10th) day of the month following the quarter in which services were incurred. All reports are due in the format provided by the City and/or as dictated by the Grantor, DFPS. AgriLife shall report on the following performance measures: 1) Number of youth served; 2) ninety five percent (95%) of reports are received on or before the submission date; 3) No more than five percent (5%) of Service Tracking and Registration Forms are returned for inaccuracies; 4) Ninety percent (90%) of billings are received on or before submission dates; 5) No less than ninety percent (90%) of youth registered by the provider participate in the TDFPS Pre and Post Protective Factor Survey; 6) No less than ninety percent (90%) of youth registered by the provider participate in the TDFPS Satisfaction Survey; and, 7) other measures to be determined that assess the impact on juvenile crime. Non-compliance with any of these performance measures may result in the suspension or termination of this agreement for cause.
- 5.3. AgriLife shall collect and maintain client-level data that can be used to create aggregate data reporting for the Prevention and Early Intervention Services (PEIS) database. To attain standardized client-level data management, AgriLife will use a Performance Report Format as determined by the City.
- 5.4. AgriLife shall deliver CYD Registration Forms on a weekly basis, with the final day of delivery to be no later than noon on Monday of each respective week.
- AgriLife shall also deliver an up-to-date Monthly Service Tracking Report, with a delivery date of the sixth of the month following the month in which services were incurred.
- 5.5. AgriLife shall submit all Requests for Payment by the fifteenth (15th) day of the month following the month in which expenses were incurred. Requests for Payment are not considered complete unless accompanied by an Expenditure Report, Billing Compliance Certification and supporting financial documentation.
- Monthly expenditure reports must attach supporting financial documentation including the general ledger; copies of individual time cards with certification for all personnel charged to the grant; invoices and receipts for all purchases charged to the grant and included in the general ledger; individual mileage reports with agency certification for each staff charging mileage to the grant; and all other contractually approved expenditures for which reimbursement is requested.
- 6.6. AgriLife must submit the Contract Close-Out Report (Attachment K) with all required documents by no later than forty-five (45) days following the end date of the contract period.

6. TERMINATION

If AgriLife fails to comply with all of the reporting requirements of this Agreement, the City may withhold monthly reimbursements until AgriLife comes into reporting compliance and/or suspend or terminate this Agreement for cause upon giving fifteen (15) days written notice.

7. SPECIAL CONDITIONS

- 7.1 AgriLife agrees to pursue expenditure of the funds identified in SECTION 3 as soon as practicable in accordance with Attachments A (2009 Work Statement), C (Budget Forms), D (Performance Report Forms & Reports Delivery Schedule), and H DFPS Contract Terms and Conditions for Purchased Services), respectively, so as to ensure contract funds are fully utilized by the contract end date.
- 7.2. AgriLife shall sign the 2009 Assurances and Certifications (Attachment B). Non-compliance with the 2009 Assurances and Certifications may result in the suspension or termination of this Agreement for cause.
- 7.3. AgriLife agrees to participate in, and support, the 78744 CYD Collaborative Committee, Community Needs assessment, Service Provider Meetings, periodic trainings, the annual Youth Fair, and the end of the year CYD Participant Recognition ceremony conducted by COA-HHSD as required under the TDFPS Community Youth Development Contract.
- 7.4. Upon execution of this Agreement, AgriLife shall have on file with the City up-to-date:
- ☐ Confidentiality statements on each personnel, including volunteers, who will be working with youth (directly or indirectly) and or having access to confidential client data;
 - ☐ Criminal background checks and signed affidavits, on all personnel, including volunteers, who will be in contact with youth and/or have access to confidential client data; and,
 - ☐ Statement from agency assigning signature authority to enter into a contract with City or TDFPS.
- 7.5 Promptly report any suspected case of abuse or neglect to the appropriate authority as required by Texas Family Code, Chapter 261. All reports must be made within twenty-four (24) hours of the discovery of the alleged abuse or neglect.
- 7.6. AgriLife shall verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 481 of the Texas Health and Safety Code. This verification and disclosure will be required of all persons who have direct contact with clients or who have access to personal client information, prior to such contact or access, and shall be accomplished by TDFPS conducting and using (a) criminal history background check and (b) a signed declaration by each such employee or volunteer testifying to this information, both of which shall be maintained by the Contractor, and TDFPS, and renewed every two (2) years.

- 7.7. AgriLife shall, within thirty (30) days of execution of this Agreement, provide proof of child care license or child care license exemption, documentation of application for a license or exemption OR that the Child Care Licensing Division has stated that applying for a license or exemption is not applicable.
- 7.8. AgriLife shall submit the Billing Compliance Certification form with all requests for payment. An omission of this form, attesting to review and approval of all billings by an authorized signatory, will render the payment request incomplete for the purpose of payment by the fiscal agent.
- 7.9. If AgriLife submits an incomplete or inaccurate billing, AgriLife shall have the opportunity to submit one supplemental billing within forty five (45) days of the end of the month in which the cost or expense was incurred. If AgriLife fails to resubmit a corrected billing by this time, costs included in the billing will be disallowed.
- 7.10. AgriLife shall submit no more than one supplemental billing for any month in which expenses were incurred but unpaid by the close of that month.
- 7.11. AgriLife shall register or update information to include all CYD services with the United Way 211 Service by no later than January 31, 2009. Non-compliance with may result in the suspension or termination of this Agreement.
- 7.12. AgriLife shall agree to provide services to no more than twenty percent (20%) of youth under the age of ten (10) each month of during the contract period. No services shall be provided to youth over the age of seventeen (17). Non-compliance with these limitations may result in the suspension or termination of this Agreement for cause.

8. AUTHORITY TO AUDIT FUNDS

AgriLife is subject to audit by the State of Texas Auditors, and any audit conducted is done as part of the State of Texas audit and will be available to the City on-line. Any additional audit requested by the City will be at the City's expense and coordinated with the State Auditors.

9. TERMS AND CONDITIONS/ ORDER OF PRECEDENCE

AgriLife agrees to accept and abide by the terms and conditions of the contract attachments, incorporated under Section 10 as though fully set forth herein.. In the event of conflict between provisions of this Agreement, the order of precedence to resolve conflicting terms shall be 1) this signature document, 2) Attachment H (DFPS Contract Terms and Conditions for Purchased Services), and, 3) Attachment G (COA-HHSD Contract Terms and Conditions).

10. ENTIRE AGREEMENT

This Agreement, together with the referenced attachments below, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall any agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or

subsequent thereto, have any legal force or effect whatsoever unless properly executed in writing and, if appropriate, recorded as an amendment to this Agreement.

Attachment A	2009 Work Statement (Plan of Operation)
Attachment B	<div>2009 Certifications and Assurances<ul style="list-style-type: none">• Form 0700, City of Austin Human Rights Commission Non-discrimination Certification• Form 2031, Corporate Board of Directors Resolution or any similar document authorizing the applicant to enter into a contract and designate a signatory, if applicable• Form 2037, Financial Questionnaire• Form 2046, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts• Form 2047e, Certification Regarding Federal Lobbying• Form HCFA-1513, Ownership and Control Interest Statement• Form 4732, Request for Determination of Ability to Contract• Form 4732addem, Addendum to Request for Determination of Ability to Contract• Form 4733, Contractor Assurances (with Certification)• Form 9003, Child Support Certification• Form 9105, Risk Analysis Questionnaire• Single Audit Cost Information Request• Form Common Application Administrative and Fiscal Review (AFR)• Additional Authorized Signature Designation</div>
Attachment C	<div>Budget Forms<ol style="list-style-type: none">1. Budget Form (2030)2. Budget Narrative3. Cost Allocation Plan (if applicable)</div>
Attachment D	<div>Performance Report Forms & Reports Delivery Schedule<ol style="list-style-type: none">1. Guidelines for Provider Administrative and Reporting Requirements2. CYD Monthly Performance Report Instructions3. CYD Monthly Performance Report4. CYD FY08 Reports Delivery Schedule</div>
Attachment E.	<div>Financial Reimbursement Forms (Examples)<ol style="list-style-type: none">1. Payment Request Form2. Contractor Expenditure Report Form3. Budget Revision Request Form4. Billing Compliance Certification Form</div>
Attachment F.	City of Austin Insurance Requirements
Attachment G.	COA-HHSD Contract Terms and Conditions, January 1, 2009
Attachment H.	DFPS Contract Terms and Conditions for Purchased Services
Attachment I.	Mandatory Publicity Statement

- Attachment J. Community Youth Development Forms
1. Registration Form and Instructions
 2. Photo Release Form
 3. Monthly Participant Summary Sheet Form and Instructions

Attachment K. Contract Closeout Report

11. NOTICES

Any notice, communication, request, reply or advice (severally and collectively referred to as "Notice") in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing. All notices or requests required or permitted hereunder shall be in writing and given by: (a) personal delivery to the addressee; (b) depositing the same in the United States mail, properly addressed to the party to be notified, postpaid, and registered or certified with return receipt requested; (c) deposit with a nationally recognized overnight delivery service such as Federal Express; or (d) facsimile (fax) transmission, provided the party to whom the fax is addressed has designated a facsimile number below and the sending party has a fax generated verification of the date and time of transmission and the fax number to which notice was sent. Notices given by mail shall be deemed received on the earlier of actual receipt or two (2) days after mailing in accordance with the foregoing. Notices given by overnight delivery service shall be deemed received one (1) day after depositing with the delivery service. Notices to the AgriLife or the City shall be sent to the addresses set forth herein, or at any other address specified in writing (and effective pursuant to the foregoing notice requirements) by the AgriLife or the City from time to time. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

Texas AgriLife Extension Service
2147 TAMU
Texas A & M University
College Station, Texas 77843-2147
Attn: Ms. Diane M. Gilliland

City of Austin
P.O. Box 1088
Austin, Texas 78767
Attn: Ms. Nan Broussard

AgriLife and the City will have the right from time to time to change their respective addresses for notice purposes, and will have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party.

11. Termination

If either party defaults in the performance of any terms or conditions of this Agreement, the defaulting party shall have thirty (30) days after receipt of written notice of the default within which to cure the default. If such default is not cured within thirty (30) days, then the offended party shall have the right without further notice to terminate this Agreement.

WHEREFORE, premises considered, this Interlocal Agreement is executed on the dates reflected below.

CITY OF AUSTIN

Texas AgriLife Extension Service

By: _____
Marc A. Ott
City Manager

By: _____
Edward G. Smith
Executive Director

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