

## INTERLOCAL COOPERATION ACT AGREEMENT

Between The

CITY OF AUSTIN AND TRAVIS COUNTY

### Recitals

This agreement (Agreement) is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, entered into by the City of Austin, a Texas home-rule municipal corporation and political subdivision of the State of Texas, and Travis County, a political subdivision of the State of Texas. In consideration of the agreements, covenants and payments set forth in this Agreement, the sufficiency of which are acknowledged, City and County agree as follows:

### 1.0 Representations

1.1 **Authorized Function of Government.** Each party represents that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents that the compensation to be made to the performing party contemplated in this Agreement is in an amount that fairly compensates the performing party for the services or functions described in this Agreement, and is made from current revenues available to the paying party.

1.2 **County Statutory Authority.** Travis County has the authority to provide for the care of indigents and other qualified recipients (Texas Local Government Code, Section 81.028, and other statutes), and to provide services to youth in need of protection and care (Texas Family Code, Section 264.006); and will provide services under this Agreement pursuant to applicable statutory authority.

### 2.0 Public Purpose

2.1 Recognizing the importance of pooling resources to enhance social, cultural, educational, and economic opportunities for youth and adults in the greater Austin, Texas community, within the statutory authorization applicable to each Party; recognizing that a study to assess the feasibility of a Center for Arts and Technology in Austin modeled after the Manchester Bidwell training model is a step towards providing such opportunities and job training to youth and adults in our community; and desiring to do so at this time to build strong, confident, well-informed residents and build stability within the greater Austin, Texas community, the City of Austin (City) and Travis County (County) (collectively, the Parties) agree to enter into this Agreement as follows:

### 3.0 Term

3.1 **Agreement Term.** The term of this Agreement is from the latest date of final execution of the Agreement to terminate upon completion and delivery to the Parties of the final results of the study which is the subject matter of this Agreement.

3.2 **Fiscal Year Limitation.** It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any Party funds are not appropriated for such Party's performance of its obligations under this Agreement, this Agreement shall become void and such party shall promptly give notice to the other Party of the non-appropriation of funds.

#### **4.0 Rights and Duties: Timing of Financial Contributions**

4.1. **Total Payment.** The City and County agree to each pay \$25,000 (for a total of \$50,000) towards the cost of the Center for Arts and Technology feasibility study ("Study"), conducted by the National Center for Arts & Technology (NCAT), a 501(c)(3) tax exempt nonprofit organization.

4.2. **City Disbursement.** The City agrees and has disbursed payment in the amount of \$50,000 to NCAT in fulfillment of the City and County's respective \$25,000 commitments to the cost of the study.

4.3. **County Reimbursement.** The County agrees to reimburse the City \$25,000 within thirty (30) days of execution of this Agreement in further fulfillment of the County's obligation to pay \$25,000 towards the cost of the feasibility study as set forth in this Agreement.

4.4 **Limitations.** The Parties agree that this Agreement provides only for the contribution of City and County to the Study described herein, and in no way obligates either Party beyond the performance of this Study within the funding provided in this Agreement. City and County are not obligated to take any further steps as a result of the findings of the Study unless and until such action is approved by the governing bodies of each entity and appropriate funding approved for any other activities or services.

#### **4.5 Audit.**

4.5.1 **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. City 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.

4.5.2 **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.

## **5.0 Services**

5.1 **Description of Study.** The Parties understand and agree that the funds provided under this Agreement will be added to money from other funding sources to secure the Study to be conducted by NCAT as described in Exhibit 1 to this Agreement, which is hereby made a part of this Agreement constituting promised performance by the Parties.

An interim report will be distributed at a mutually determined time and a final report will be issued at the end of the phase. The Parties agree that certain confidential information has been provided that more specifically describes the contents of the completed Study and that the information provided will be reflected in the finished Study.

## **6.0 Notices**

6.1 **Method.** Any notices to be given under this Agreement shall be considered delivered (i) upon personal service upon the person designated in this Agreement for such notice; (ii) within three (3) days of deposit if mailed by first-class United States Mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above.

6.2 **Designated Representatives.** The Parties designate the following persons for receipt of notice:

*If to City of Austin:*      City of Austin  
P. O. Box 1088  
Austin, Texas 78767  
Attention: Jeff Knodel, Deputy Chief Financial Officer  
Phone Number: 512/974-2589  
Fax Number: 512/974-2573

*If to Travis County:*      Cyd Grimes, Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767  
Phone Number: 512/854-9700  
Fax Number: 512/854-9185

With a copy to:

Sherri Fleming, Executive Manager  
Travis County Health, Human Services and Veterans' Services  
P. O. Box 1748  
Austin, Texas 78767  
Phone Number: 512/854-4100  
Fax Number: 512/854-4279

6.3 **Change of Designated Representative.** The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

## **7.0 Miscellaneous**

7.1 **Complete Agreement.** This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposal, or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

7.2 **Amendment in Writing.** This Agreement may be modified only in writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties. It is acknowledged that no officer, agent, employee or representative of County has the authority to change the terms of this Agreement unless expressly granted that authority by the Travis County Commissioners Court.

7.3 **Independent Entities.** The Parties agree that City and County are independent entities and each assumes all rights, obligations and liabilities applicable to it as an independent entity. The relationship of County and City under this Agreement is not and shall not be construed as a joint enterprise or joint venture.

7.4 **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.

7.5 **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 waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims 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 operate as 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.

7.6 **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 beyond the specific terms of this Agreement. This Agreement creates no third party beneficiary rights in any other person or entity.

**AGREED AND APPROVED:**

**CITY OF AUSTIN**

By: \_\_\_\_\_  
Marc A. Ott, City Manager

Date: \_\_\_\_\_

**TRAVIS COUNTY**

By: Samuel T. Biscoe  
Samuel T. Biscoe, Travis County Judge

Date: 10-12-10

**EXHIBIT 1**  
**DESCRIPTION OF STUDY**

Manchester Bidwell Corporation (MBC) is a nationally recognized, nonprofit organization in Pittsburgh, Pennsylvania comprised of two programs: Manchester Craftsmen's Guild, an arts and learning center for youth; and Bidwell Training Center, which specializes in industry-specific job training for adults.

The National Center for Arts and Technology (NCAT) was created in 2005 as a nonprofit, 501(c)(3) subsidiary of MBC to oversee the replication of Centers for Arts and Technology around the nation. These Centers become affiliates of NCAT which provides technical assistance in programmatic and operational support to all the phases of replication.

An MBC model site seeks to create an environment infused with innovation, creativity and cutting-edge technology with the inspiration, motivation and tools for career and educational advancement for underserved and underemployed individuals.

Pursuant to this Agreement, the NCAT team will conduct a feasibility study to gather information that will assess the Austin/Travis County area through visits, research and discussion with community leaders to determine the acceptability and viability of successfully replicating the Manchester Bidwell model.

The Study will address issues utilizing the general methods and assessment categories described in the following chart:

**Manchester Bidwell Corporation**  
**National Center for Arts Technology**  
**General Description**  
**Feasibility Phase**

**Timeline:** 12 to 18 months

**Budget:** \$150,000

**Scope of work:** The Replication team of Manchester Bidwell Corporation will assess the following five categories through monthly visits, research and discussion with community leaders.

**Reporting:** An interim report will be distributed at a mutually determined time and a final report will be issued at the end of the phase.

**Category Questions Activities**

**Feasibility Phase**

**Manchester Bidwell Corporation**

<p><b>Need for MBC core programs</b></p>	<p>What are the dominant issues facing local high school youth?</p> <p>What are the dominant economic issues facing local adults?</p> <p>Is there local need for a program focused on improving youth graduation rates?</p> <p>Is there local need for a program focused on career training and jobs for adults?</p> <p>Are there companies operating locally that would be interested in hiring adults trained through a MBC replication program?</p>	<p>Interview local individuals that approached MBC about replication to understand their motivation for wanting to build the program locally.</p> <p>Meet with the local community foundation and other funding sources.</p> <p>Meet with leading local organizations and experts focused on youth development and adult economic issues to better understand the nature of these populations' needs.</p> <p>Meet with local chamber of commerce to identify leading employers in the region.</p> <p>Meet with companies operating locally to assess interest in and need for a training programs</p>
<p><b>Organizational landscape</b></p>	<p>What organizations are:</p> <ul style="list-style-type: none"> <li>-working locally on the problems of low youth graduation rates and/or adult unemployment/ underemployment?</li> <li>-working locally in the youth arts and/or adult career education fields?</li> <li>-key players in the local nonprofit community?</li> </ul> <p>Are there individual leaders who are considered to be particularly influential in the local:</p> <ul style="list-style-type: none"> <li>-youth arts community?</li> <li>-adult career education community?</li> </ul>	<p>Conduct research to get a feel for the local landscape:</p> <ul style="list-style-type: none"> <li>-Research whether any leading national organizations have local chapters or affiliates.</li> <li>-Review past recipients of any individual awards given locally or regionally in these areas of focus.</li> <li>-Review past issues of any local nonprofit publications.</li> </ul> <p>Meet with local community foundation and other funding sources.</p>

	<p>-nonprofit community?</p> <p>How receptive are existing organizations and leaders to the entrance of a new organization?</p> <p>Are there opportunities to partner with existing organizations?</p> <p>How do MBC's programs compare to local programs in terms of outcomes and costs?</p>	<p>Meet with leaders in the local school district(s).</p> <p>Meet with directors of any local nonprofit management programs.</p> <p>Meet with organizations active locally in the youth arts and adult career education fields.</p> <p>Identify overlaps in program focus with existing organizations.</p> <p>Benchmark local organizations.</p>
<b>Physical space potential</b>	<p>Is there real estate available in the desired neighborhood(s) that is suitable for buildout (appropriate for classrooms and studios, affordable, adequate room for growth, etc.)?</p> <p>Is there a local architect who can affordably design the space, and a general contractor who can affordably oversee buildout?</p>	<p>Identify desired neighborhood(s) and monitor real estate listings.</p> <p>Develop detailed list of specifications for desired space.</p> <p>Identify local real estate agent knowledgeable of desired neighborhood(s) and type of space.</p> <p>Gather local recommendations for architects and general contractors.</p> <p>Meet with several possible architects and contractors to develop understanding of services offered and likely fee ranges.</p> <p>Visit potential sites to develop understanding of local real estate market.</p> <p>Develop initial financial estimate for purchase/rent and buildout.</p>
<b>Leadership Potential</b>	<p>Is there a promising core group of local leaders that is interested in overseeing replication efforts?</p> <p>Can the core group of local leaders name prospects for the ED position, or at least name sources who will be helpful in identifying prospects?</p> <p>How well developed is the nonprofit community locally?</p> <p>Are there any local nonprofit management graduate programs?</p> <p>Would it be difficult to attract a candidate from a different geography to the potential site if</p>	<p>Conduct a search to size the local nonprofit community.</p> <p>Meet with the individuals that have approached MBC about replication to assess their: networks within the local community, professional history, past involvement with nonprofits, desired role in replication, etc.</p> <p>Meet with each member of this core group of local leaders to solicit prospects and/or potential sources for ED candidates.</p> <p>Involve the core group in networking to identify potential ED candidates.</p>



	necessary?	<p>Meet with the directors of any local nonprofit management programs to develop an understanding of their areas of focus (if any), average student profile, number of graduates annually, etc.</p> <p>Ask representatives from local nonprofits, foundations, etc. about their professional backgrounds in order to determine whether local executives come predominately from the same region.</p> <p>If no local candidates are surfacing, speak with a local executive search firm about the possibility of attracting talent from other locations.</p>
<b>Funding potential</b>	<p>Who are the key players in the local donor community (individuals, foundations, corporations, etc.)?</p> <p>Which local funders have historically invested in youth arts (and/or youth development more broadly)?</p> <p>Which local funders have historically invested in adult career education (and/or adult unemployment more broadly)?</p> <p>Is local or state education funding available for the youth arts program?</p> <p>Is state public funding available for adult career education or youth arts programming?</p> <p>Is funding available to sustain the project long term?</p>	<p>Conduct search of local organizations, foundations and corporations, other local web-based resources, etc.</p> <p>Meet with local community foundation and other relevant organizations.</p> <p>Meet with directors of any local nonprofit management programs.</p> <p>Interview local individuals that approached MBC about replication to understand their connections in the funding community and their willingness to jointly explore funding potential.</p> <p>Meet with organizations active locally in the youth arts and adult career education fields.</p> <p>Meet with leading funders (as appropriate) to understand their assessment of the local funding landscape and potential interest in funding replication.</p> <p>Meet with local education officials to determine their need and interest in supporting MBC's kind of programming.</p> <p>Utilize state resources to develop understanding of state funding landscape for adult career education.</p> <p>Meet with state/local experts in adult career education.</p>