

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

RECITALS

WHEREAS, issues of importance to the public often require the involvement of multiple public agencies to resolve; and

WHEREAS, the aforementioned agencies strive to enable all members of the public to participate by providing multiple avenues for participation; and

WHEREAS, a joint engagement program that stretches across the entire city will allow all of the aforementioned agencies to gain a better sense of community sentiment, so as to produce more sustainable public policies that win public support and to increase goodwill towards the agencies; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to lay the foundation for a cooperative working relationship between the Parties and to establish the role of each member of that relationship as the Parties continue to work together to further their common goal of enhancing public participation in Austin. The Parties seek to lay the foundation for a joint development agreement that will ultimately be entered into by and between all Parties. The Parties hereby establish a joint engagement program to be known as the Conservation Corps ("the Corps") in order to further this purpose.

2. Conversation Corps:

2.1. **Purposes of the Corps.** The purposes of the Corps include, without limitation, the following:

2.1.1. Assemblage of volunteer facilitators conducting regularly scheduled dialogue sessions across the city of Austin.

2.1.2. Selection of topics and preparation of overview materials for facilitators and participants in regularly scheduled dialogue sessions that occur in all parts of the city at pre-designated "conversation centers" (public spaces utilized for small-group dialogue).

2.1.3. Marketing and recruitment of participants to monthly, recurring dialogue sessions at consistent times and places across the city of Austin, and collection of input during those dialogue sessions.

2.1.4. Preparation of reports for participating Parties on input collected during dialogue sessions and on use of input (to be presented to public).

2.2. Leadership

- 2.2.1. The Conversation Corps will be led by a Steering Committee consisting of six members with two representatives each from the City, the District, and Capital Metro. Initial members will be two City Community Engagement Consultants, with the Chief Communications Director as an *ex officio* member; Capital Metro Public Involvement Manager and one additional designee; and two designees of the Superintendent of the District.
- 2.2.2. The Steering Committee will establish the broad policies and parameters of the program, including the selection topics of focus of the Corps.
- 2.2.3. The City will act as program manager and have day-to-day management responsibility for the program with input from the Steering Committee.
- 2.2.4. The Corps will initially be staffed by one Coordinator retained by the City. All staff shall be managed through the City.
- 2.2.5. The Coordinator will lead day-to-day operations of the Corps and assign duties to an intern or other staff member, pending the future availability of additional funds to support an additional position.

2.3. Transparency of Operations

- 2.3.1. The Steering Committee will hold periodic meetings which will be open to the public. Meeting agendas will be published in advance on the websites of the City, the District, and Capital Metro.
- 2.3.2. The Steering Committee and the Conversation Program as a whole will comply with the terms of the Open Records Act / Public Information Act (Texas Government Code, Title 5, Subtitle A, Chapter 552).
- 2.3.3. All books and records of the Corps, Steering Committee minutes, annual reports, and information regarding donations will be available to the public, subject to requests for confidentiality by specific donors and with respect to legal, employment, strategic planning for donor outreach and development, and other similar matters.
- 2.3.4. The Corps will produce an annual report.
- 2.3.5. The Corps will establish a public website with information about the Corps and its operations.

3. The City

- 3.1. **Staffing and Support.** The City will allocate time from existing staff (primarily in, but not limited to, the Communications and Public Information Office) to support various aspects of Corps operations such as website maintenance, logo development, marketing materials, news releases, and other related needs.
- 3.2. **Funding.** The City will contribute a minimum of \$15,000 annually toward staffing costs for the program and will assist with the identification of and application for supporting grant funding for the program. The first annual payment will be due on or before _____. Annual payments are subject to budget approval and appropriation by the City Council.
- 3.3. **Steering Committee.** The City will appoint two representatives to the Corps Steering Committee to assist with oversight of the program on an ongoing basis.
- 3.4. **Facilities.** The City will provide facilities suitable for hosting Corps events at no or minimal cost.
4. **The District**
 - 4.1. **Steering Committee.** The District will appoint two representatives to the Corps Steering Committee to assist with oversight of the program on an ongoing basis.
 - 4.2. **Funding.** The District will assist with the identification of and application for supporting grant funding for the program.
 - 4.3. **Facilities.** The District will provide facilities suitable for hosting Corps events at no or minimal cost.
 - 4.4. **In-Kind Support.** The District will offer in-kind support for the Corps on an as-needed basis where possible, assisting with resources for printing, advertising, and other similar administrative tasks.
5. **Capital Metro**
 - 5.1. **Steering Committee.** Capital Metro will appoint two representatives to the Corps Steering Committee to assist with oversight of the program on an ongoing basis.
 - 5.2. **Funding.** Capital Metro will contribute a minimum of \$15,000 annually toward staffing costs for the program (see Budget) and will assist with the identification of and application for supporting grant funding for the program. Annual payments are subject to budget approval and appropriation by Capital Metro's Board of Directors.
 - 5.3. **In-Kind Support.** Capital Metro will offer in-kind support for the Corps on an as-needed basis where possible, assisting with resources for printing,

advertising, and other similar administrative tasks, expressly subject to the availability of resources.

6. **Budget.** Annual expenditures related to Conversation Corps are projected as follows:

6.1. **Staff Salaries.** Conversation Corps Coordinator salary to be paid by the City of Austin shall be determined based on the contributions from the Parties.

6.2. **Contributions.** The City and Capital Metro will each contribute \$15,000 towards initial costs, and the Parties will each seek sponsorship or grant funding for the remaining budget. Should the Parties be unable to secure initial or supplemental funding for the program, it will be the responsibility of the Steering Committee to allocate available funding in such a way to support the program at an agreed-upon baseline level of service.

6.3. **Other In-kind Contributions.** Other support may be provided via in-kind contributions from the Parties on an as-needed basis, where possible, and as resources permit, and may include:

- Printing
- Advertising space (i.e., placards inside Capital Metro vehicles and social media outlets, when appropriate, space in District campuses, at space in City facilities, etc.),
 - Staff time as needed to prepare subject-specific materials, prepare facilitators and analyze feedback.
 - Development and distribution of materials for the purpose of program recruitment and promotion of Corps events.

7. **Duration.** This agreement will run for one calendar year beginning April 1, 2015, with two automatic 12-month renewal periods.

8. **Termination.** Any Party can elect to withdraw from the agreement by providing the remaining Parties with a minimum of 60 day's notice.

9. **Performance Measures.** Conversation Corps will evaluate its success by measuring several sources of data:

- Levels of public participation in Conversation Corps events, including data on how often participants attend events (i.e., regularly vs. one-time)
- Demographic information about participants to gauge how widespread interest is in the program
- Levels of satisfaction with the Conversation Corps program, derived from participant and Corps member surveys

- How input gleaned from Conversation Corps events is successfully incorporated into policy decisions made by the City, the District, and Capital Metro
- How sentiments towards the City, the District, and Capital Metro related to public engagement change over time
- The Steering Committee will use these and other measures to evaluate the success of the Conversation Corps program on at least an annual basis.

10. Financial Accounting. All monies contributed by the governing bodies under this Agreement shall be held by the City. Funds shall be expended as directed by the Steering Committee provided such expenditures are consistent with the purposes of this Agreement and state law. The City will maintain and retain supporting books and records adequate to ensure that claims for Agreement funds are in accordance with this Agreement and applicable state of Texas requirements. These supporting fiscal documents will be maintained and retained by the City for a period of four years from the termination of this Agreement. The City shall provide full access to all such records to the District and Capital Metro, independent auditors, or other authorized persons.

11. Default. A party shall be in default under the Agreement if it fails to fully, timely and faithfully perform any of its material obligations under the Agreement.

12. Notices

12.1. The City:

Douglas Matthews
 Chief Communications Director
 City of Austin
 301 W. 2nd St, 3rd Floor
 Austin, TX 78701
 512-974-2231
Douglas.Matthews@austintexas.gov

With copies to

Ray Baray
 Assistant City Manager
 City of Austin
 301 W. 2nd Street, 3rd Floor
 Austin, Texas 78701

512-974-2435
ray.baray@austintexas.gov

Anne Morgan
Interim City Attorney
City of Austin
301 W. 2nd Street, 4th Floor
Austin, Texas 78701
512-974-2268
anne.morgan@austintexas.gov

Larry Schooler
Community Engagement Manager
City of Austin
301 W. 2nd St., 3rd Floor
Austin, TX 78701
512-974-6004
Larry.Schooler@austintexas.gov

12.2. **Capital Metro:**

Celso Baez
Community Involvement Coordinator
2910 E. 5th St.
Austin, TX 78702
Celso.Baez@capmetro.org
512-7759
With copies to

Gerardo Castillo
Sr. Vice President/Chief of Staff
2910 E. 5th St.
Austin, TX 78702
512-369-6227
Gerardo.Castillo@capmetro.org

Kerri L. Butcher
Chief Counsel
2910 E. 5th St.
Austin, TX 78702
Kerri.Butcher@capmetro.org

12.3. **The District:**

Reyne Telles
Executive Director
Department of Communications & Community Engagement
1111 W. 6th St.
Austin, TX 78703
512-414-1700
reyne.telles@austinisd.org

With copies to

Mel Waxler,
Chief of Staff and Legal Counsel to the Administration
1111 W. 6th St.
Austin, TX 78703
512-414-1700
mwaxler@austinisd.org

Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to be served, at the addresses set forth above. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. A party may change its address for notice by written notice to the other party as herein provided.

13. **General Provisions**

13.1. **Good Faith.** The Parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times formal representatives to serve as points of contact for communications.

13.2. **Alteration.** This Agreement may not be altered, amended, or modified except with written agreement from all of the Parties.

13.3. **Cost for Preparation.** Each Party will be responsible for all costs and expenses associated with the preparation and adoption of this Agreement, the preparation and adoption of a joint development agreement, and future actions related thereto.

13.4. **Amendments.** The City's City Manager, the District's Superintendent and Capital Metro's President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action by the Austin

City Council, District's Board of Trustees, or the Capital Metro Board of Directors, to the extent necessary to implement and further the clear intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of the Agreement's terms and conditions or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by each party's governing body.

13.5. **Counterpart Agreements.** This Agreement may be executed in multiple counterparts which, taken together, will collectively constitute a single agreement, but in making proof of such agreement, it will not be necessary to account for more than one such counterpart.

13.6. **Venue and Applicable Law.** This Agreement will be performed and enforced in Travis County, Texas, and will be construed in accordance with the laws of the State of Texas. Venue with respect to all disputes will reside with the district courts of Travis County, Texas. All rules, regulations, and other requirements imposed by local, state, or federal law apply to the performance of the Parties under this Agreement.

13.7. **Force Majeure.** Except as otherwise provided, no party is liable to the other parties for any delay in, or failure of performance, of a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the control of the party asserting a force majeure claim, that by exercise or due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. A party must inform the other parties in writing with proof of receipt within three business days of the existence of such force majeure.

13.8. **Severability.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.

13.9. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.10. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except by subsequent written amendment to this Agreement signed by the Parties. The Recitals contained in this Agreement are incorporated herein for all purposes.

EXECUTED in multiple counterpart originals effective on the date of the last signature.

CITY OF AUSTIN

By: _____

Date: _____

Marc Ott, City Manager

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Date: _____

Linda Watson, President and CEO

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

Gina Hinojosa, Board President

Approved as to Form:

City of Austin: _____

Capital Metropolitan Transportation Authority: _____

Austin Independent School District: _____