



**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
THE AUSTIN INDEPENDENT SCHOOL DISTRICT
FOR
PARENT SUPPORT SPECIALISTS**

CONTRACT NO. NI15000005

CONTRACT AMOUNT: \$ 1,250,000

This Interlocal Cooperation Agreement ("Contract") is made by and between the City of Austin, a Texas home-rule municipality ("City"), acting by and through its Health and Human Services Department ("HHSD"), and the Austin Independent School District, a Texas Public School District ("AISD").

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of AISD.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, AISD is engaged to provide the services set forth in the Program Work Statement, attached hereto as Exhibit A.1.

1.2 **Responsibilities of AISD.** AISD shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Program Work Statement.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of AISD's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by AISD, and shall approve all requests for payment for payment, as appropriate. The City's Contract Manager shall give AISD timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** City's Contract Manager for this Contract shall be responsible for oversight and monitoring of AISD's performance under this Contract.

1.4.1 City's Contract Manager, Dr. Rosamaria Murillo or designee:

- may meet with AISD to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by AISD, determine whether the reports comply with the terms of this Contract, and give AISD timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 AISD's Contract Manager, Dr. Paul Cruz, Interim Superintendent or designee, shall represent AISD with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of 14 months beginning November 1, 2014.

SECTION 3. PROGRAM WORK STATEMENT

3.1 **AISD's Obligations.** AISD shall fully and timely provide all services described in Exhibit A.1, Program Work Statement in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** AISD acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by City under this Contract shall not exceed the amount approved by City Council, which is \$1,250,000.

4.1.1 AISD shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.2 Requests for Payment.

Payment to AISD shall be due 30 calendar days following receipt by City's Contract Manager of AISD's fully completed "Payment Request" and "Monthly Expenditure Report", using the forms shown at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City's Contract Manager no later than 15 calendar days following the end of the last month covered by the request and expenditure report. **AISD must provide the City with supporting documentation for each monthly Payment Request to include, but not limited to, a report of City contract expenditures generated from AISD's financial management system.** Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from AISD's financial management system
- Profit & Loss Detail report from AISD's financial management system
- Check ledger from AISD's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation from time to time, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, AISD shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

4.3 **Payment.**

4.3.1 All proper requests for payment received by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for Payment received without all required information cannot be processed and will be returned to AISD.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due AISD to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by AISD;

4.3.3.2 third party claims, which are not covered by the insurance which AISD is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of AISD to pay any subcontractors or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or AISDs, which is not covered by insurance required to be provided by AISD;

4.3.3.5 reasonable evidence that AISD's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of AISD to submit proper payment requests and expenditure reports with all required attachments and supporting documentation; or

4.3.3.7 failure of AISD to comply with any material provision of the Contract.

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to AISD. The City shall provide AISD written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 **Final Payment and Close-Out.**

4.5.1 The making and acceptance of final payment will constitute:

4.5.1.1 a waiver of all claims by the City against AISD, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of AISD to comply with the Contract or the terms of any warranty specified herein, (4) arising from AISD's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.5.1.2 a waiver of all claims by AISD against the City other than those previously asserted in writing and not yet settled.

4.6 Financial Terms.

4.6.1 City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in this Section 4 and any other deliverable required under this Contract.

4.6.3 Payments to AISD will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until AISD is in full compliance.

4.6.4 City shall not be liable to AISD for any costs which have been paid under other agreements or from other funds. In addition, City shall not be liable for any costs incurred by AISD which were: a) incurred prior to the effective date of this Contract, or b) not billed to City within sixty (60) calendar days following termination date of this Contract.

4.7.5 AISD agrees to refund to City any funds paid under this Contract which City determines have resulted in overpayment to AISD or which City determines have not been spent by AISD in accordance with the terms of this Contract. Refunds shall be made by AISD within thirty (30) calendar days after a written refund request is submitted by City. City may, at its discretion, offset refunds due from any payment due AISD, and City may also deduct any loss, cost, or expense caused by AISD from funds otherwise due.

4.7.6 AISD shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. AISD's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 AISD agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of AISD related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, City shall have the right to immediately suspend the Agreement, upon written notice to AISD, if AISD fails to cooperate with this audit provision. AISD shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of AISD are resolved, whichever is longer. AISD agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 AISD shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** AISD shall be in default under the Contract if AISD (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in AISD's Offer, or in any report or deliverable required to be submitted by AISD to the City.

- 5.3 **Termination For Cause.** In the event of a default by AISD, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless AISD, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place AISD on probation for a specified period of time within which AISD must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines AISD has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by AISD, the City may suspend or debar AISD in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove AISD from the City's vendor list for up to five (5) years and any Offer submitted by AISD may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of AISD's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, AISD shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay AISD, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by AISD on any Offer or in any report or deliverable required to be submitted by AISD to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 Insurance.

6.1.1 General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **Contractor and to Subcontractor(s)** of every tier performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

6.1.1.1 The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

6.1.1.2 Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.

6.1.1.3 Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Community Based Resources Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.

6.1.1.4 Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Community Based Resources Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.

6.1.1.5 Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.

6.1.1.6 Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

6.1.1.7 City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

6.1.1.8 City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

6.1.1.9 Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

6.1.1.10 Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

6.1.1.11 The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

6.1.2 **Specific Requirements**

The following requirements apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

6.1.2.1 Workers' Compensation and Employers' Liability Insurance

6.1.2.1.1 Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

6.1.2.1.2 Employers' Liability limits are
\$100,000 bodily injury each accident
\$100,000 bodily injury by disease
\$500,000 policy limit

6.1.2.1.3 Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:

- a. Waiver of Subrogation (Form 420304)
- b. Thirty (30) day Notice of Cancellation (Form 420601)

6.1.2.2 Commercial General Liability Insurance

6.1.2.2.1 Minimum limits:
\$500,000* combined single limit per occurrence for coverage A and B.

*Supplemental Insurance Requirement

If eldercare, childcare, or housing for clients is provided, the required limits shall be: \$ 1,000,000 per occurrence

6.1.2.2.2 The Policy shall contain or be endorsed as follows:

- a. Blanket Contractual liability for this Contract

- b. Products and Completed Operations
- c. Independent Contractor Coverage

6.1.2.2.3 The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

- a. Waiver of Subrogation (Form CG 2404)
- b. Thirty (30) day Notice of Cancellation (Form CG 0205)
- c. City of Austin named as additional insured (Form CG 2010)

6.1.2.2.4 If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

6.1.2.3. The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

6.1.2.4. Business Automobile Liability Insurance

6.1.2.4.1. Minimum limits:

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: \$100,000/\$300,000/\$100,000 may be provided in lieu of Business Automobile Liability Insurance.

6.1.2.4.2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

- a. Waiver of Subrogation (Form TE 2046A)
- b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
- c. City of Austin named as additional insured (Form TE 9901B)

6.1.2.5. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$500,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

6.1.2.6. Blanket Crime Policy Insurance

A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.7. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage

shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.8. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.2 Equal Opportunity.

6.2.1.1 Equal Employment Opportunity. No AISD or AISD's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless AISD has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. AISD shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and AISD's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as AISD.

6.2.2 Americans With Disabilities Act (ADA) Compliance. No AISD, or AISD's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 Inspection of Premises. City has the right to enter AISD's and subcontractor's work facilities and premises during AISD's regular work hours, and AISD agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 Publications. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 Authority. Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 Performance Standards. AISD warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. AISD may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If AISD is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from AISD, and purchase conforming services from other sources. In such event, AISD shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. AISD agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** AISD and subcontractor(s) agree to perform a criminal background check on every employee or volunteer whose duties place him or her in contact with children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). AISD shall not assign or allow any employee or volunteer to be in direct contact with children, seniors 55 and older, or persons with IDD if the employee or volunteer would be barred from contact under the rules established by the Texas Department of Family and Protective Services.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** AISD, its subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern.
- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event AISD is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, AISD will cease all work until notified by the City that the violation or unsafe condition has been corrected. AISD shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 8.4 **Indemnity.**
- 8.4.1 [RESERVED]
- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against AISD which arises under or concerns the Contract, or which could have a material adverse affect on AISD's ability to perform hereunder, AISD shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by AISD. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** AISD warrants that it has adopted a business continuity plan that describes how AISD will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. AISD shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. AISD also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and AISD shall be addressed as follows:

<p>To the City:</p> <p>City of Austin, Health and Human Services Department Maternal Child and Adolescent Health Division</p> <p>ATTN: Dr. Rosamaria Murillo, Assistant Director</p> <p>7201 Levander Loop, Bldg. C Austin, TX 78702</p>	<p>To AISD:</p> <p>Austin Independent School District</p> <p>ATTN: Dr. Paul Cruz, Interim Superintendent</p> <p>1111 West Sixth Street Austin, TX 78703</p>	<p>With copy to:</p> <p>City of Austin Health and Human Services Dept.</p> <p>ATTN: Carlos Rivera, Director</p> <p>7201 Levander Loop, Bldg. E Austin, TX 78702</p>
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- 8.8 **Confidentiality.** In order to provide the deliverables to the City, AISD may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). AISD acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. AISD (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided AISD promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. AISD agrees to use protective measures no less stringent than AISD uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 **Advertising.** Where such action is appropriate as determined by the City, AISD shall publicize the activities conducted by AISD under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for AISD shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** AISD warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by AISD for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to AISD, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to AISD, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by AISD or any agent or representative of AISD to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by AISD in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety

in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of AISD shall render the Contract voidable by the City.

- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either AISD or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any AISD invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
- 8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, AISD certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

AISD

Signature: [Signature]

Name: Dr. Paul Cruz
Printed Name

Title: _____

Date: 12/16/14

CITY

Signature: [Signature]

Name: Bert Lumbreras
ASSISTANT CITY MANAGER

Date: 01/06/15

EXHIBITS

Exhibit A – Program Forms

- A.1 Program Work Statement
- A.2 Program Performance Measures

Exhibit B – Program Budget Forms

- B.1 Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

PROGRAM WORK STATEMENT

Social Service Contracts – City of Austin

Agency name: AISD

Program name: **Parent Support Specialists (PSS)**

Program Goals and Objectives:

Austin ISD Parent Support Specialists (PSS) work to develop positive relationships with parents and families, and connect them to family-friendly schools. PSS are expected to have experience working with families, social services, and community education. Training is provided to PSS to assist families with educational, social, and health services. The PSS have three major goals:

- 1) Develop and Promote Family-Friendly Schools -Parent Support Specialists organize and conduct parent training to help parents navigate school systems; organize meetings to disseminate information and to gather input from them; and provide resources and referrals for academic, social service and other support.
- 2) Facilitate and Promote Parent Education and Conduct Communications and Outreach - Parent Support Specialists connect schools to parents and connect those parents to education and social service support resources via multicultural outreach efforts.
- 3) Develop Parent Leaders / PTA - Parent Support Specialists identify, develop and engage parent leaders and connect them to leadership opportunities at the school and within the District. They support and participate in Parent Teacher (Student) Associations (PTA and PTSA) and Austin Council of PTAs.

Program Clients Served:

The Parent Support Specialist is primarily tasked with working with the families, guardians, and communities of their campus and neighborhood. When necessary, PSS will also work with the campus students in order to connect them with family-centered services or to better serve the parent or guardian.

Program Services and Delivery:

Onsite of all AISD Title 1 elementary campuses (Graham ES is not served by a PSS).

System for Collecting and Reporting program data:

Student data systems (TEAMS, DEEDS, eCST- AISD software programs that track student grades, performance, demographic data, discipline data, etc.). PSS also keep track of parent contact and connecting parents with resources through sign-in sheets and paper referral forms. Parent surveys are provided to all AISD parent and guardians, which including questions over parent access to PSS, utilization of PSS services, and post-performance if services were utilized. PSSs will also begin to implement surveys to parents that have accessed services to measure for increase of knowledge. As part of this grant, the District hopes to learn ways to expand its data collection and evaluation.

Program Evaluation:

To be conducted by AISD department of Research and Evaluation

Quality Improvement:

To be developed

Coordination and Collaboration:

The PSS are part of the campus staff, and report directly to the Principal or their designee on campus. The campus leadership is responsible for overseeing the PSS duties on campus, assigning new duties, and evaluating their individual performance. The District has a centralized PSS office that includes a Director, coordinator, and administrative support. This office provides monthly professional development, information, and updates to PSS. This office serves as a support and means of coordination of District wide activities and coordination.

The PSS are expected to work and coordinate with other services offered on their campus. PSS also work with Communities in Schools, after school programs, and outside organizations in order to provide wrap around services to parents and communities. For many campuses, the PSS is also responsible with recruiting families for campus teams that require parental involvement.

Program Performance Measures

Contract Start
11/1/2014

Contract End
12/31/2015

Period Performance Start
11/1/2014

Period Performance End
12/31/2015

Outputs

***OP # Output Measure
Description***

<i>Period Goal</i>		
<i>City</i>	<i>Other</i>	<i>Total</i>
7500	0	7500

1 Total Number of Unduplicated Clients Served

Program Performance Measures*Contract Start*
11/1/2014*Contract End*
12/31/2015*Period Performance Start*
11/1/2014*Period Performance End*
12/31/2015***Outcomes***

<i>OC Item</i>	<i>Outcome Measure Description</i>	<i>Total Program Goal</i>
1 Num	Number of individuals who complete an educational program that improves their knowledge	4000
1 Den	Number of individuals participating in the educational program	5000
1 Rate	Percent of individuals who complete an educational program and demonstrate improved knowledge	80
2 Num	Number of individuals demonstrating improved life skill(s)	4000
2 Den	Number of individuals participating in the activity	5000
2 Rate	Percent of individuals who demonstrate improved life skills	80

Program Budget and Narrative

Program 11/1/2014
Program End 12/31/2015

	City Share	Other	Total
Salary plus Benefits	\$1,034,763.00	\$740,000.00	\$1,774,763.00
General Operations Expenses	\$130,237.00	\$5,000.00	\$135,237.00
Consultants / Contractual	\$85,000.00	\$0.00	\$85,000.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$215,237.00	\$5,000.00	\$220,237.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal -	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$1,250,000.00	\$745,000.00	\$1,995,000.00

Detailed Budget Narrative**Salaries plus**

50% of PSS salaries for campus positions 28 PSS x \$1,500 per month x 12 months \$504,000

PSS District Wide Parent Outreach Summer Projects Extra Duty- \$1,500 (avg) x 3 months x 70 PSS

Professional Development and Parent Events overtime- 70 PSS x \$25 per hour x 100 hours per year

1 FTE- Novice PSS mentor/trainer \$40,763 (incl benefits)

General Op Expenses

General- \$1,500 budget supply for 70 PSS= \$105,000. Includes general supplies, office supplies, copies. \$25,237 for travel within Travis County, mileage and bus rental.

Consultants /

contractual cost for summer trainings, cost for consultants to lead training, development new Parent curriculum \$85,000

Staff Travel**Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

USER NAME

PASSWORD

LOGIN

[Forgot Username?](#)[Forgot Password?](#)[Create an Account](#)

Entity Dashboard

[Entity Overview](#)[Entity Record](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Reports](#)[Service Contract Report](#)[BioPreferred Report](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family Members](#)[RETURN TO SEARCH](#)

AUSTIN INDEPENDENT SCHOOL DISTRICT

DUNS: 076933746 CAGE Code: 4BK84

Status: Active

1111 W 6TH ST

AUSTIN, TX, 78703-5300 ,

UNITED STATES

Expiration Date: 03/20/2015

Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: AUSTIN INDEPENDENT SCHOOL DISTRICT

Business Type: US Local Government

POC Name: Brent Droll

Registration Status: Active

Activation Date: 03/20/2014

Expiration Date: 03/20/2015

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 3.0

IBM v1.P.23.20141126-1047

WWW1

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**TEXAS RISK POOL CERTIFICATE OF LIABILITY COVERAGE**DATE (MM/DD/YYYY)
01/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE RISK POOL BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING RISK POOL, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL COVERED ENTITY / PERSON**, the terms of coverage(s) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the coverage, certain terms of coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Paul Grim	
	PHONE (A/C No. Ext): 800-482-7276	PHONE (A/C No. Ext): 512-467-3645
	E-MAIL ADDRESS: Paul.grim@tasb.org	
	PRODUCER CUSTOMER ID:	
	RISK POOL AFFORDING COVERAGE	
COVERED ENTITY / PERSON Austin ISD Curt Krill 1111 West 6th St A370 Austin, TX 78703	RISK POOL A: TASB Risk Management Fund	
	RISK POOL B:	
	RISK POOL C:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY / PERSON NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DOCUMENTS DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	ADDL INSD	SUBR WVD	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		09/01/2014	09/01/2015	EACH OCCURRENCE
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUP					Excluded
	<input checked="" type="checkbox"/> General Liability					Excluded
						PERSONAL & ADV INJURY
						Included
						PRODUCTS - COM/FOP AGG
A	AUTOMOBILE LIABILITY			09/01/2014	09/01/2015	EMPLOYEE BENEFITS LIAB
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					100,000
						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					100,000
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS					300,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
						100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Austin Programs with Austin ISD:

AISD PrimeTime
AISD Family Resource Centers
AISD Victory
AISD Parent Support Specialists
AISD Child Care for Teen Parents**CERTIFICATE HOLDER**City of Austin
2006 East 4th Street
Austin, TX 78702**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS IN THE COVERAGE DOCUMENTS.

AUTHORIZED REPRESENTATIVE

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**TASB RISK MANAGEMENT FUND
DESIGNATED ADDITIONAL INSURED ENDORSEMENT**

Program Participant: Austin ISD

CD# 227901

Effective Date of Endorsement: September 1, 2014

This endorsement modifies the School Liability Coverage Agreement of the TASB Risk Management Fund.

Words and phrases in boldface are defined in the School Liability Coverage Agreement , which is available upon request.

A. The School Liability Coverage, Part A (General), section IV., paragraph A., definition of **Covered Persons**, is amended to include:

Covered Persons shall also include City of Austin , who is a Designated Additional Insured the **Fund Member** has agreed to include as an Additional Insured in a **Contract Requiring Insurance** under the **Fund Member's** General Liability Coverage of the School Liability Coverage Agreement. However, such coverage shall only with respect to liability for **Bodily Injury** or **Property Damage** arising out of an **Occurrence** that takes place during the **Participation Period**, and that is caused by acts or omissions of the **Fund Member**, and only if the acts or omissions of the **Fund Member** form the basis for a civil or alternative dispute proceeding filed against the **Fund Member** and would not be barred by governmental immunity, sovereign immunity, statutory immunity (including but not limited to immunities available under the Texas Tort Claims Act and statutory election of remedies), educator immunity, official immunity, and derivative immunity.

B. The coverage provided to the Designated Additional Insured by this endorsement is further limited as follows:

- No Coverage shall be afforded to the Designated Additional Insured where no coverage shall apply herein for the **Fund Member**.
- No coverage shall be afforded to the Designated Additional Insured for any **Bodily Injury** or **Property Damage** to any employee of the **Fund Member** or to any obligation of the Designated Additional Insured to indemnify another because of damages arising out of such **Bodily Injury** or **Property Damage**.



- In the event the limits of coverage for General Liability Coverage shown in the **Contribution and Coverage Summary** exceed the limits of liability required by the **Contract Requiring Insurance**, the coverage provided to a Designated Additional Insured shall be limited to the limits of liability required by that **Contract Requiring Insurance**. This endorsement shall not increase the limits of the coverage described in the **Contribution and Coverage Summary**.
- The coverage provided to the Designated Additional Insured by this endorsement is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to the Designated Additional Insured for an **Occurrence of Bodily Injury or Property Damage** that is covered under this endorsement. Additionally, the coverage provided to the Designated Additional Insured by this endorsement is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to the Designated Additional Insured when that person or organization is an Additional Insured under such other insurance. However, if the **Contract Requiring Insurance** specifically requires that this coverage apply on a primary basis, this coverage is primary and the TASB Risk Management Fund will not share any other insurance.
- Any coverage for the Designated Additional Insured shall be provided on if the **Occurrence of Bodily Injury or Property Damage** occurs:
 1. after the signing and execution of the **Contract Requiring Insurance** by the **Fund Member**;
 2. while the **Contract Requiring Insurance** is in effect;
 3. during the **Participation Period**; and
 4. during the effective dates of this endorsement.

C. As a condition of coverage provided to the Designated Additional Insured by this endorsement, the Designated Additional Insured must give the TASB Risk Management Fund written notice as soon as practicable of an **Occurrence** which may result in a claim. The Designated Additional Insured is subject to all claims handling and reporting requirements of the School Liability Coverage Agreement.

D. The following definition is added to the School Liability Coverage Agreement, Part A (General), section IV., as paragraph J:

J. Contract Requiring Insurance means that part of any written contract or agreement under which the **Fund Member** is required to include a person or organization as an Additional Insured under the General Liability Coverage of the School Liability Coverage Agreement.

Ballew, Doug

From: Paul Grim <Paul.Grim@tasb.org>
Sent: Friday, January 16, 2015 2:49 PM
To: VandenAvond, Benny
Cc: Nathan Densmore
Subject: RE: City of Austin Risk Management Email

Thanks Benny. The Fund can issue an Acord Certificate as proof of Auto Liability coverage, but we cannot name a 3rd party as additional insured. The TASB Risk Management Fund (Fund) is a modified self-funded plan of coverage offered to education based political subdivisions under the terms of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. The purpose of the Interlocal Cooperation Act is to authorize political subdivisions to contract together for functions that they would ordinarily assume on an individual basis. The statute allows education based political subdivisions to join together in a pool to purchase coverage for their property and liability exposures, as well as claims administration and loss control services. The Fund modified self-funded plan was set up, through the By-laws of the Fund, specifically for education based political subdivisions and does not allow for other entities to be named as additional insureds on the Auto Liability Coverage.

Also, we cannot name the City of Austin as additional insured on workers compensation coverage as the city is neither an employee nor a contractor of the school district. We can't extend the employee's rights to someone else. I can't remember if you asked about Employer's Liability, but as a public entity, Austin ISD does not have to provide Employer's Liability coverage under workers compensation.

The Fund can grant additional insured status for General Liability in some circumstances. Each request is reviewed on a case-by-case basis. The district cannot provide a waiver of subrogation, however, as waivers of subrogation are not allowed under the Interlocal Agreement the district signed to participate in the Fund's program for self-insured political subdivisions.

Lastly, the cancellation notification provisions are per the Interlocal Agreement as well and cannot be changed by endorsement.

Let me know if this works. If you have any other questions, let me know.

Thanks,

Paul Grim, CPCU, AU
Underwriter - Risk Management Services
Texas Association of School Boards, Inc
512-505-2819
paul.grim@tasb.org

From: VandenAvond, Benny [<mailto:Benny.Vandenavond@austintexas.gov>]
Sent: Friday, January 16, 2015 2:16 PM
To: Paul Grim
Subject: City of Austin Risk Management Email

I know my name/email can be hard to decipher, so I just thought I would send a quick email since your contact was included on the COI.

Thanks!
--Benny

Tracking #: MCAH 10/27/2014 ILA with AISD

Approvals Required

TO: Bert Lumbreras, Assistant City Manager

THRU: Carlos Rivera, Director, Health and Human Services Department

FROM: Ron Hubbard, Unit Manager, Family Health, MCAH

HHSD Director-	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Assistant City Manager-	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
HHSD Budget-	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
City Budget-	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

SUBJECT: Request ACM Lumbreras' signature on Interlocal Agreement with AISD - Parent Support Specialists

Provide Detail Summary of request(s):

Grant Funded (Yes or No): -- No

Request for ACM Lumbreras to sign an Interlocal Agreement (ILA) between the City and Austin Independent School District (AISD) for the purchase of Services provided by the AISD Parent Support Specialists. The ILA has been drafted based on Council approved Council approved Ordinance No. 20140909-001 adopted on September 9, 2014. The ILA is a 14-month contract period (FY15) starting November 1, 2014 for an amount not to exceed \$1,250,000. The entire ILA contract, including exhibits, is attached. AISD's Board is in process of approving the contract and the Superintendent's signature on pages 12 of 12 of the contract boilerplate and 2 of 2 of Exhibit C are expected this week. AFTER: AISD returns the signed pages, this package can be forwarded to ACM Lumbreras for his approval and signature.

Approved by

*Contract Manager: NOT OPTIONAL Doug Ballew *Doug Ballew* Date: 12/11/2014

*(For Contract Execution Only) I acknowledge that I have sent an electronic copy of the Purchasing Routing Slip for the attached contract to the Contract Compliance Unit at HHSDCCU@austintexas.gov

Supervisor: (Required if different from Program Manager) *C. Gomez* Date: 12/17/14

Comments

Program Manager: Required *R. LUNA* Date: 12/17/2014

Comments

Assistant Director: Required *FEA* Date: 12/17/14

Comments

Budget: (Required if any money is involved) *COA 255* Date: 12/22/14

Comments *Person on 11/20/14*

CAO: *Munich* Date: 12/22/14

Comments *for K... - Munich*

DIRECTOR: Approved Disapproved: Date:

ACM: Approved Disapproved: Date:

Comments

GRANT & BUDGET INFORMATION

Out of State?	State:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Grant Funded?	<input checked="" type="radio"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Prior Grant Approval		Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Grant Required		Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Grantor's Name					
Contract Term	11/01/2014 through 12/31/2015				
Amount	\$1,250,000				
For Budget use only:	Fund: 1005 Dept: 9100 Unit: 1091				

Budgetary/Fiscal Impact/Program Description/Justification:

This is a new ILA. The contract period is November 1, 2014 through December 31, 2015 for an amount not to exceed \$1,250,000.

Personnel Information

of times Employee has traveled for Professional Development this fiscal year? _____

of times Employee has traveled (non-COA events)? _____

of employees being sent to this event? _____

Contact Info

Doug Ballew

Phone

972-5120

Send by inter-office mail to site address

HHSD Campus, Bldg. C

ROUTING SLIP FOR
City of Austin Purchasing

TO: Erin D'Vincent, Senior Buyer, Purchasing

FROM: Doug Ballew, Injury Prevention Prog. Coordinator, CCU, MC/

Sender's Telephone: (512) 972-5120

DATE SENT: Monday, October 27, 2014

DOCUMENT: Interlocal Agreement (ILA) with Austin Independent School District for Parent Support Specialists

REQUESTED ACTION: Execute and encumber funds for a new ILA with Austin Independent School District

Vendor Name: Austin Independent School District

Contract (Term/Amendment) Amount: \$1,250,000.00

Total Contract Amount: \$1,250,000.00

Vendor Code: AUS0442250

(For EXISTING Contracts Only)>>

Contract (MA) Number:

Annual Contract Term: 11/01/2014 to 12/31/2015

Total Contract Term: 11/01/2014 to 12/31/2015

CODE	Fund	Dept	Unit	Object	Grant Program	Program Period	Program Number	Amount
	1005	9100	1091	6825				\$1,250,000

BUDGETARY AND FISCAL IMPACT/PROGRAM DESCRIPTION:

RXQ Text:

RX Completed: (Initial/Date)

Request to execute and encumber funds for a new ILA with Austin Independent School District for the period of 11/01/2014 to 12/31/2015.

DO Instructions:

DO Completed: (Initial/Date)

Encumber FY15 funds in the amount of \$1,250,000 for the period of 11/01/2014 to 12/31/2015, and create an DO for this ILA.

Amount Encumbered: \$1,250,000.00

Encumbrance Period: 11/01/2014 to 12/31/2015

Documents Attached:



Debarment/Suspension Forms



Other- Risk Manager approval



RCA/Council Resolution



Contract/Amendment



Approved Insurance Certificates

APPROVALS

CONTRACT MANAGER: Doug Ballew

DATE: 12/11/2014

*(For Contract Execution Only) I acknowledge that I have sent an electronic copy of the Purchasing Routing Slip for the attached contract to the Contract Compliance Unit at HHSDCCU@austintexas.gov

CS Financial Specialist

DATE: 1/13/15

Comments:

PROGRAM MANAGER:

DATE: 12/17/2014

Comments:

ASSISTANT DIRECTOR:

DATE: 12/17/14

Comments:

BUDGET:

DATE: 12/24/14

CFO:

DATE: 12/24/14

Comments:

HHSD DIRECTOR: Not Applicable

DATE: 12/23/14

Comments:

ROUTING INFORMATION

Copy to CFO: ☐ Yes ☒ No

Call for Pickup Name:

Doug Ballew

Number: (512) 972-5120

ADDITIONAL INFORMATION

AGENDA



Recommendation for Council Action

Austin City Council	Item ID	37515	Agenda Number	41.
Meeting Date:	11/20/2014	Department:	Health and Human Services	
Subject				
Authorize negotiation and execution of an interlocal agreement with AUSTIN INDEPENDENT SCHOOL DISTRICT for parent support specialist services programming, for a total contract amount not to exceed \$1,250,000.				
Amount and Source of Funding				
Funding in the amount of \$1,250,000 is available in the Fiscal Year 2014-2015 Operating Budget of the Health and Human Services Department. The contract term is November 1, 2014 through December 31, 2015.				
Fiscal Note				
A fiscal note is not required.				
Purchasing Language:				
Prior Council Action:	On September 9, 2014, Council approved Ordinance No. 20140909-001 adopting the Fiscal Year 2014-15 Operating Budget.			
For More Information:	Rosamaria Murillo, Assistant Director, 972-5038; Ron Hubbard, Manager, 972-5028; Elena Shemilina, Agenda Coordinator, 972-5010.			
Boards and Commission Action:				
MBE / WBE:				
Related Items:				

Additional Backup Information

The proposed AISD Interlocal Agreement contract for (1) fourteen term is \$1,250,000. The contract is to provide Parent Support Specialist (PSS) Services programming during the 14-month contract term of November 1, 2014 through December 31, 2015. PSS provides educational and skill building services to parents and families of AISD students.

Services provided include Parent education programming, building parents' life skills, the development of parent leaders, and referrals of parents and families to other social services, such as mental/behavioral health.

Related Departmental Goals

Improve maternal, child and adolescent health outcomes from preconception through young adulthood.
Assist people in achieving safety, stability, and long-term self-sufficiency.

Performance

Output:

Number of unduplicated individuals served 7,500 parents/families

Outcome:

Number of individuals who complete an educational program that improves their knowledge
Goal: 80%

Number of individuals demonstrating improved life skill(s) Goal: 80%

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 16 day of December, 2014

CONTRACTOR

Authorized
Signature

Title



