



INTERLOCAL AGREEMENT

between City of San Antonio and Alamo Community Colleges District for the Department of Human Services' Training for Job Success Program

This Interlocal Agreement ("Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its Director of the Department of Human Services ("DHS"), pursuant to Ordinance No. 2024-_____, dated _____, 2024, and Alamo Community College District, an educational institution of the state of Texas ("Institution"), collectively, the "Parties." This Agreement is made and entered into by the Parties pursuant to the authority under the Interlocal Cooperation Act, Texas Gov't Code 791 *et seq.*

WHEREAS, this Agreement supports DHS' Training for Job Success (TFJS) Program, which since 2015 has provided tuition assistance using Community Services Block Grant ("CSBG") funds awarded by the Texas Department of Housing and Community Affairs ("TDHCA") to assist eligible low-income individuals ("Clients") in the City's TOP Program, to support Clients engaged in accredited training programs that provide credit(s) toward higher-level certificates or degrees with projected career growth;

WHEREAS, City's expenditure of public funds for the Project serves the public purposes of educating a vulnerable population and improving the opportunity for lifelong success, in turn promoting the economic stability of the community; and

WHEREAS, in accordance with this interest, Institution offers the education, textbooks and affiliated materials, equipment and supplies (together, "Affiliated Items") needed for the completion of such programs; and

NOW THEREFORE, the parties agree as follows:

I. Term, Amendment, and Termination

- 1.1 Unless sooner terminated in accordance with the provisions of this Article, this Agreement will commence on January 1, 2024, and remain in effect through December 31, 2030, or for as long as grant funds are available.
- 1.2 Any modifications to the terms hereof must be by amendment, in writing, executed by both Parties, and not to exceed the total amount of this Agreement unless approved by City Council.
- 1.3 If funding for the Agreement is not appropriated or awarded, City retains the right to terminate this Agreement at the expiration of the City's budget period or the expiration of CSBG funds for the TFJS Program.

- I.4 Either party may terminate this Agreement, with or without cause, in writing, upon the end of each academic semester, so long as each party has met its respective responsibilities in Articles II and III for the current semester.

II. Scope of Services

2.1 Tuition

- A) Institution agrees to provide education services as identified in this Agreement, in line with the goals and objectives of the City's TFJS Program in exchange for the compensation described in Article III.
- B) Institution agrees that the education services provided are in furtherance of one of the Parties' pre-approved **Targeted Demand Occupations (TDO) (Attachment A)**, to be updated as needed by the Parties.
- C) Institution will work with Clients on planning the classes needed to obtain a degree or certification toward Client's chosen TDO.
- D) Institution reserves the right to deny admittance or enrollment to a Client if the Client is not accepted into Institution's program based on Institution's admission policies and criteria.

2.2 Textbooks and Affiliated Items

- A) Institution also agrees to help Clients identify and to provide textbooks and, to the full extent when appropriate and possible, other Affiliated Items required for completion of the applicable TDO program for which Client is enrolled in exchange for the Compensation described in Article III.
- B) Institution shall only provide the textbooks and other Affiliated Items pre-approved by City for the Client's applicable TDO program for which Client is enrolled.

- 2.3 Institution agrees that purchases for tuition and textbooks, Affiliated Items or fees will be made on an "as needed" basis without minimum purchase requirements.

III. Compensation and Payment

- 3.1 In consideration of Institution's educational services to Clients, City agrees to pay Institution a total amount not to exceed \$300,000.00 per calendar year of this Agreement for the tuition and fees, textbooks and Affiliated Items of Clients for courses that City has pre-approved and for which Client is enrolled.
- 3.2 City is not responsible for payment if City has not pre-approved the purchase for a Client for the designated semester. Advance approval by email from City's TFJS Program Supervisor is acceptable.

3.3 Institution will not charge City in excess of what is charged to other students of the Institution for the same program's tuition, textbooks and other Affiliated Items, during the semester of Client's registration.

3.4 For Clients that drop or do not complete a class, Institution shall provide any appropriate reimbursement, as outlined by the Institution's policy/procedure, to City and not to the Client, of any payment made by City.

3.5 Processing of Payment for Tuition:

- A) City will provide Institution the following information when agreeing to pay for a Client's approved items through this Agreement:
 - (i) Client's Name,
 - (ii) Tuition or Fee Amount, and
 - (iii) Other approved textbooks or Affiliated Items to be paid by the City, broken down by the type of item(s), per Client, and the associated cost.
- B) Institution agrees to place a hold on a Client's class(es) once the City approves, in writing, the Client's registered classes and payment of such. The hold will ensure the Client does not lose said classes and City agrees to pay the approved tuition and fees.

3.6 Processing of Payment for Textbooks & Affiliated Items:

- A) City will issue voucher(s) to Client(s) to purchase required textbooks and when appropriate and possible Affiliated Items not already included within the charged tuition and fees after City approval of Institution's provided quote to Client.
- B) Institution must:
 - (i) ensure that vouchers have all required signatures before issuing materials issuable by Institution to Client, and
 - (ii) scan a copy of the voucher(s) to City with all signatures and the Invoice from Institution or its bookstore if applicable that will contain items that were distributed by either to student.
- C) City will verify Client received items as indicated in the voucher, and will not be responsible for payment of items (i) not received by Client, (ii) provided to Client without a voucher, or (iii) exceeding the dollar amount listed on the voucher.
- D) City will not reimburse Institution for any item that is not identified on the City-signed voucher. If Institution allows Client to purchase items without a voucher or exceed the dollar amount identified on the vouchers, the Institution is responsible for collecting payment from Clients for such items.
- E) The parties acknowledge that certain courses may require affiliated materials, equipment and supplies not constituting Affiliated Items issued by Institution or its bookstore, but rather supplied by third parties, which City may issue vouchers to be processed directly with such third-party suppliers.

3.7 Invoicing. Institution will submit invoices to City's TFJS Program by email to the specified DHS point of contact. City will use best efforts to pay to Institution within thirty (30) days of invoice receipt. If Institution has not received payment from City within thirty (30) days after receipt of invoice, Institution agrees to submit a second invoice for all approved yet outstanding charges of City which City must pay immediately. All invoices must include:

- (A) Client's Name,
 - (ii) Institution ID,
 - (iii) Semester of enrollment, and
 - (iv) Charges per Client per class.

And, specifically for any Tuition, Textbooks and any other Institution-issued Affiliated Items:

- (B) (v) Voucher Number
 - (vi) Voucher Date, and
 - (vii) Voucher Total

3.8 When account information is exchanged between the Parties, it must not include any protected health information, as defined in the Texas Health and Safety Code, Subtitle I, Chapter 181.

IV. Communication

Except where this Agreement expressly provides otherwise, any notice or communication required or permitted under this Agreement must be in writing and deemed to have been given to the appropriate contact below if and when (1) delivered personally, (2) delivered via electronic mail to points of contact below, as appropriate, or (3) three days after depositing same in the U.S. mail, first-class, with proper postage prepaid:

CITY:

The City of San Antonio
Department of Human Services
Attn: City's TFJS Manager
100 W. Houston St – 9th floor
San Antonio, TX 78205
minerva.hernandez@sanantonio.gov

INSTITUTION:

Alamo Community College District
Economic & Workforce Development
Attn: Director
2222 N. Alamo St.
San Antonio, TX 78215
cnichols34@alamo.edu

V. Records & Retention

5.1 Public Information.

(1) The Public Information Act, Texas Government Code Section 552.02 1, requires the Parties to make public information available to the public. Under Texas

Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if either Party receives inquiries regarding public information within its possession pursuant to this Agreement, such Party must (a) within twenty-four (24) hours of receiving the request(s) forward such request(s) to the other Party for notification purposes and to afford the other Party the opportunity to assert any applicable arguments or protections necessary to protect the information, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to state or federal law. If the requested information is confidential pursuant to state or federal law, the receiving Party shall submit to the other Party a list of specific statutory authority mandating confidentiality no later than three (3) business days following the receiving Party's receipt of such request.

(2) In accordance with Texas law, the Parties acknowledge and agree that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code, created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds, are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, the Parties agree that no such local government records produced by or on the behalf of the Parties pursuant to this Agreement will be the subject of any copyright or proprietary claim by the Parties.

5.3 Retention. Institution shall retain any and all documents produced as a result of services provided under this Agreement for a period of four (4) years ("retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services, Institution will retain the records until the resolution of such litigation or other such questions.

5.4 Review & Audit. Institution and its subcontractors, if any, shall properly, accurately and completely maintain all documents, and shall make such materials available to the City, at all reasonable times and as often as City may deem necessary during this Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives.

VI. Insurance

6.1 The ACCD and the City shall each maintain a commercial insurance or a self-insurance fund for liability claims and causes of action to meet their statutory obligations for their employees' acts, negligence and/or malpractice. The College shall maintain a

commercial insurance or self-insurance fund for liability claims and causes of action to meet its statutory obligations for its students' acts, negligence and/or malpractice.

- 6.2 If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Institution will attach a waiver of subrogation in favor of the City.

VII. Non-Indemnification

Both parties are Texas local governmental entities prohibited from indemnifying others. NEITHER PARTY WAIVES ANY GOVERNMENTAL IMMUNITY OR DEFENSES AVAILABLE TO IT UNDER LAW.

Each Party shall promptly advise the other Party in writing of any claim or demand against either Party known to it related to or arising out of activities under this Agreement.

VIII. Compliance

- 8.1 Applicable Law. The Parties will provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations. It is further understood and agreed that changes to said federal, state, and local laws, rules and regulations will be automatically incorporated into this Agreement without written amendment, as of the effective date of the rule, regulation or law.
- 8.2 Non-discrimination. Institution agrees to comply with the *Non-Discrimination Policy* of the City contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law.
- 8.3 FERPA. The Parties will comply with the applicable provisions of the Family Educational and Privacy Rights Act (20 U.S.C. §1232g & 34 CFR Part 99, "FERPA"); any exchange by the parties of student record information protected by FERPA shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35
- 8.4 Licenses and Certification. Institution represents and certifies that Institution and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and that Institution meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Signature page follows

IX. Effect of Agreement

By signing this Agreement, each party agrees to its terms. The signed Agreement supersedes prior conflicting or inconsistent agreements, which shall terminate in favor of this Agreement, and any amendments hereto, which will be binding on all successors of the Parties.

X. Signatures

This Agreement is fully executed as of the date of the last party to sign below.

THE CITY OF SAN ANTONIO

INSTITUTION: Alamo Community Colleges District

By: _____
Melody Woosley, Director
Department of Human Services

By: _____
Xavier Urrutia, Interim Vice Chancellor

Date: _____

Date: _____

Attachments

Attachment A – Targeted High Demand Occupations

Attachment B – General Information Form

APPROVED
AS TO FORM ONLY

GENERAL COUNCIL ALAMO COLLEGES

APPROVED
By Ross Laughead at 11:07 am, Mar 21, 2024

APPROVED AS TO FORM:



Assistant City Attorney

ATTACHMENT A

TARGETED DEMAND OCCUPATIONS

The City intends to support higher education/training that provides certificates and degrees in the following targeted demand occupations:

Aerospace/Advanced Manufacturing

Aircraft Mechanics and Service Technicians

Machinists

Assemblers and Fabricators

Industrial Truck and Tractor Operators

Electrical and Electronic Equipment Assemblers

Energy

Bus and Truck Mechanics and Diesel Engine Specialists

Industrial Machinery Mechanics

Electricians

Welders, Cutters, Solderers and Brazers

Petroleum Pump System Operators, Refinery Operators and Gaugers

Derrick Operators, Oil and Gas

Roustabouts, Oil and Gas

Heavy and Tractor-Trailer Truck Drivers

Rotary Drill Operators, Oil and Gas

Finance

Bookkeeping, Accounting, and Auditing Clerks

Customer Service Representatives

Construction

Heating, Air Conditioning, and Refrigeration Mechanics and Installers

Plumbers, Pipefitters and Steamfitters

Helpers, Pipelayers, Plumbers, Pipefitters and Steamfitters

Helpers, Electricians

Information Technology

Network and Computer Systems Administrators

Computer Systems Analyst

Computer Support Specialists

Healthcare

Medical and Clinical Laboratory Technologists

Registered Nurses

Radiologic Technologists and Technicians

Licensed Practical and Licensed Vocational Nurses

Medical Secretaries

Nursing Aides

Pharmacy Technicians

Dental Assistants

Medical Assistants

Business Support/Miscellaneous

Secretaries, Except Legal, Medical, and Executive

Receptionists and Information Clerks

ATTACHMENT B
GENERAL INFORMATION FORM