

INTERLOCAL AGREEMENT BETWEEN ALAMO COLLEGES DISTRICT AND CITY

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as “**CITY**”), acting by and through its City Manager or her designee, pursuant to Ordinance No. 2019-_____ passed and approved on _____, 2019, and the Alamo Community College District doing business as Alamo Colleges District (hereinafter referred to as “**ACD**”) acting by and through the Chancellor or designee, pursuant to the minute order passed by the **ACD** Board of Trustees on July 23, 2019, (collectively, the “Parties”) having agreed, through the Settlement Agreement, attached hereto and incorporated herein for all purposes as Exhibit I, to establish an Account to provide customized training and college hours to **CITY** employees and various designated **CITY** programs and for any other lawful purpose in furtherance of **CITY’S** Economic Development Strategies and Workforce Development, and agree that same shall be administered and implemented as described below. Staff is recommending the following budget and funding for the following programs and further, for those programs approved, City Council gives the staff authority to consider for extension up to twelve (12) months any unspent budget funds at August 31, 2020 for the programs listed below to August 31, 2022 after receipt and consideration of a statement of conditions necessitating the extension and, if approved by staff, subsequent written notification to **ACD** of the extension date and amount.

I. **DEFINITIONS**

- 1.1 The term “**ACD**” as used herein shall refer to the Alamo Colleges District, formerly known as the Alamo Community College District or ACCD.
- 1.2 The term “Account” as used herein shall refer to that account established pursuant to the Settlement Agreement (Exhibit I) which consists of Proceeds to be used in connection with this Agreement.
- 1.3 The term “**CITY**” as used herein shall refer to the City of San Antonio.
- 1.4 The term “CPS” as used herein shall refer to the City of San Antonio CPS Energy, formerly known as City Public Service, or its successor in interest.
- 1.5 The term “Proceeds” as used herein shall refer to fourteen percent (14%) of the electric and natural gas charges billed by CPS Energy to the Alamo Colleges, which may otherwise collectively be referred to as “Funds”.

II. **TERM**

- 2.1 While the Parties agree that the Term of this Agreement formerly coincided with the initial term of the Settlement Agreement (attached hereto and incorporated herein as Exhibit I), which said initial Term is agreed to be fifteen (15) years, from April 1, 2016 through March 31, 2031, the Parties acknowledge that pursuant to the Interlocal Cooperation Act, this Agreement is subject to annual review. The Parties agree that the Term of this Agreement shall now coincide with **ACD’s** fiscal year, and shall commence September 1, 2019 and terminate August 31, 2021, or until such time as all Proceeds plus interest and investment earnings, having accrued pursuant to the Settlement Agreement, are utilized by **CITY**, subject to subsequent City Council and **ACD** Board approval.

- 2.2 Should **ACD** decide not to renew this Agreement pursuant to the provisions of Subsection 2.1, all Proceeds, interest and investment earnings remaining unused by **CITY** shall be paid over to **CITY**, in cash, upon written notice by **CITY** to **ACD**; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by **CITY** in connection with this Interlocal Agreement and the Settlement Agreement, shall be paid directly to **CITY**, on an annual basis, for the balance of the 15-year Term hereof.

III. **ACCOUNTING FOR DEPOSITS**

- 3.1 Within thirty (30) days following the end of each quarter—March 31st, June 30th, September 30th and December 31st—during the term of this Agreement, **ACD** shall provide to **CITY**, through its Director of Finance at the Riverview Towers, 10th Floor, San Antonio, Texas 78205, as well as through its Director of Economic Development at P.O. Box 839966, San Antonio, Texas 78283-3966, in accordance with Section X. (Notice), an accounting of the Account established pursuant to Subsection 3.1 of the Settlement Agreement. **ACD** shall provide a copy of the monthly TexPool Investment Pool statement, which indicates interest earned per month, and **ACD**'s monthly CPS analysis statement; including its calculation of the 14% attributable to **CITY** plus any interest and investment earnings for the quarter.

IV. **DESIGNATION OF PROGRAMS, HOURS AND TRAINING**

- 4.1 In lieu of receipt of a portion of the Proceeds which have accrued for the period from January 1, 2000 through the commencement date of this Agreement, **ACD** agrees to provide, and **CITY** agrees to accept, college hours for **CITY** employees and programs designated by **CITY**, including tuition reimbursement and/or any other lawful purpose that supports **CITY**'s Economic Development Strategies and Workforce Development.

Exclusive of those **CITY** employees applying for tuition reimbursement, no less than five (5) days prior to the commencement of **ACD**'s Spring, Summer and Fall training, respectively, **CITY** agrees to provide **ACD** with the number of **CITY** employees and designated **CITY** program participants to receive college hours, as applicable.

- 4.2 The Parties agree that **CITY** is not required to use any specific amount of college hours, training, books or materials in any given semester or year and that all Proceeds in the Account including, but not limited to, Proceeds plus interest and investment earnings shall be maintained by **ACD** in the Account until all sums are used by **CITY** in accordance with provisions of this Agreement and the Settlement Agreement (Exhibit I).
- 4.3 **CITY** agrees to request customized training for **CITY** employees and/or entities or programs designated by **CITY**, through its Director of Economic Development Department, or his designee, or for any other lawful purpose in furtherance of **CITY**'S Economic Development Strategies and Workforce Development. Furthermore, **CITY** agrees to inform **ACD**, no less than five (5) days prior to the commencement of customized training, the designated number and names of the City program participants in the requested customized training, as applicable.
- 4.4 The Parties agree that, pursuant to the stated intent of the Settlement Agreement, funds from the ACCD-Utilities Escrow Settlement account may be utilized for various **CITY**-designated programs, as well as for any other lawful purpose in furtherance of **CITY**'s economic development

strategies and workforce development, to include authority for **CITY's** Director of Economic Development Department, with the concurrence of the **ACD** Vice Chancellor for Economic and Workforce Development, to adjust budgetary line item allotments, up to fifty thousand dollars (\$50,000.00), as necessary to further the purposes of this provision and Agreement.

V.

ACCOUNTING FOR PROGRAMS, EDUCATION AND TRAINING

- 5.1** **ACD** will, at the commencement of the semester or scheduled training, as applicable, send an invoice to the **CITY** listing all individuals registered in those classes. Once approved by the **CITY**, **ACD** may withdraw from the Account established pursuant to Section III of the Settlement Agreement, (Education and Training Account), an amount equal to the costs of said college hours, training, books and/or materials, or for any other lawful purpose in furtherance of City's Economic Development Strategies and Workforce Development, deposit said funds in **ACD's** general fund, and forward to the **CITY** Director of Finance and Director of Economic Development a quarterly accounting of the withdrawal. If a dispute arises regarding whether the hours were taken, training was provided, certain books and materials were used, or regarding the costs used to calculate the amount to be withdrawn from the Account, that portion in dispute shall be returned to the established Account until the dispute has been resolved, in accordance with Section VII, (Audit of Records).
- 5.2** In calculating the cost of college hours, customized training books, materials, or for any utilization in furtherance of **CITY's** Economic Development Strategies and Workforce Development, **ACD** agrees to use the rates or costs in effect at such time as the college hours are taken or the customized training is provided and the books and materials are utilized. In the event no rate or cost is established for the requested training, or for the specific books and materials, **CITY** and **ACD** shall agree, in writing, on a rate to be used in said calculation.
- Any refund of costs must be in accordance with **ACD** refund policies in effect at such time as the college hours are taken or the customized training is provided.
- 5.3** No later than sixty (60) days after the conclusion of each semester, **ACD** shall provide **CITY**, through the Director of Economic Development, with an accounting as follows: (1) list of **CITY** employees and designated **CITY** program participants completing **ACD** college hours; (2) number of college hours completed; (3) cost per college hour; (4) list of books and materials utilized, if applicable; (5) cost of books and materials, if applicable; and (6) total cost.
- 5.4** No later than sixty (60) days after the conclusion of each customized training session, **ACD** shall provide **CITY**, through the Director of Economic Development, with an accounting as follows: (1) name of **CITY**-designated Program for which training was provided; (2) description of the customized training; (3) number of hours training utilized; (4) cost per training hour or rate; (5) list of books and materials utilized, if applicable; (6) cost of books and materials, if applicable; and (7) total cost.
- 5.5** The Director of the Economic Development Department, with the concurrence of the **ACD** Vice Chancellor for Economic and Workforce Development, is authorized to adjust the budget and programs for the period of September 1, 2020 through August 31, 2021 in consultation with the Economic and Workforce Development Committee.

VI.

RECORD RETENTION

- 6.1** **ACD** shall retain all records, documents and accounting records created or pertaining, directly or indirectly, to this Agreement, throughout the Term of this Agreement, and for the longer of that period which **CITY** or **ACD** is required to retain such documents, as established by the Texas State Library and Archives Commission. Upon conclusion of such period, **ACD** agrees to make copies, electronic copies will be permissible, at the **CITY's** request, of all such records, documents and accounting records for City or its designated representative, that have not been furnished previously pursuant to this Agreement or the Settlement Agreement, subject to a student's consent, as required by law and if applicable, at no additional cost to **CITY**.

VII. AUDIT OF RECORDS

- 7.1** In the event a dispute arises between **CITY** and **ACD** regarding whether certain college hours were taken, training was provided, certain books and materials were used, the costs used to calculate the amount to be withdrawn from the Account under Section V. (Accounting for Education and Training), or generally regarding the utilization and expenditure of Proceeds, **ACD** shall procure the services of an independent, third party Certified Public Accountant to audit all records maintained in connection with this Agreement. Such audit shall commence no later than thirty (30) days from the date of notice of said dispute. Any portion of the Proceeds in dispute shall be maintained in the established Account until the dispute has been resolved as a result of said audit.
- 7.2** **CITY** shall procure the services of an independent, third party Certified Public Accountant to develop a Procedures Manual for the auditing, evaluation of processes and procedures, and verification of fund accounting related to programs, education and training provided pursuant to the terms of this Agreement.
- 7.3** The cost of the audit(s) and Procedures Manual required by Subsections 7.1 and 7.2 may be paid out of the Education and Training Account, established through Section III, (Education and Training Account), of the Settlement Agreement.
- 7.4** **ACD** shall maintain all records, documents and accounting records generated directly or indirectly as a result of this Agreement at its main office and shall make such records, documents and accounting records available to **CITY**, during **ACD's** regular business hours, as often as **CITY** deems necessary, for purposes of auditing, inspecting or making copies of same by **CITY** or its designated representative(s), subject to a student's consent, as required by law.

VIII. AMENDMENT

- 8.1** No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the Parties and authorized by the Parties' respective governing body.

IX.
TERMINATION

- 9.1** In the event **CITY** terminates this Agreement prior to the expiration of the initial or subsequent 15-year Term, as applicable, of the Settlement Agreement, the Parties agree to meet and confer regarding the utilization and expenditure of Proceeds.
- 9.2** In the event **ACD** terminates this Agreement prior to the expiration of the initial or subsequent 15-year Term, as applicable, of the Settlement Agreement, all Proceeds, interest and investment earnings remaining unused by **CITY** shall be remitted to **CITY**, in cash, upon written notice by **CITY** to **ACD**; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by **CITY** in connection with this Agreement, shall be paid directly to **CITY**, on an annual basis, for the balance of the applicable Term.

X.
NOTICE

- 10.1** Unless specifically provided for otherwise, any notice required or permitted to be given under this Agreement shall be given in writing and sent certified mail, return receipt requested, postage prepaid to **CITY** or **ACD** at the addresses set forth below, or to any other address of which written notice of change is given:

CITY OF SAN ANTONIO

City of San Antonio
Attn: Director
Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Office of the City Attorney
Attn: Andrew Segovia
P.O. Box 839966
San Antonio, Texas 78283-3966
and

ALAMO COLLEGES DISTRICT

Chancellor
201 W. Sheridan, Building B
San Antonio, Texas 78204-1429

XI.
VENUE AND GOVERNING LAW

- 11.1** All services performed pursuant to this Agreement, and venue and jurisdiction arising under or in connection with this Agreement, shall lie exclusively in Bexar County, Texas.
- 11.2** This Agreement shall be construed under and in accordance with the constitution and the laws of the State of Texas.

XII.
ASSIGNABILITY

- 12.1** ACD shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of CITY. In the event ACD assigns any interest or right in this Agreement without this prior written consent, then all Proceeds, interest and investment earnings remaining unused by CITY shall be remitted to CITY, in cash, upon written notice by CITY to ACD; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by CITY in connection with this Agreement, shall be paid directly to CITY, on an annual basis, for the balance of the initial or subsequent 15-year Term of the Settlement Agreement, as applicable.
- 12.2** CITY shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of ACD.

XIII.
INCORPORATION OF EXHIBITS

- 13.1** All exhibits referred to herein and attached hereto are intended to be, and hereby are, specifically made a part of this Agreement. The exhibits are as follows:

Settlement Agreement	Exhibit I
FY 2020 Interlocal Budget	Exhibit II
CITY's Authorizing Ordinance	Exhibit III
ACD's Authorizing Minute Order	Exhibit IV

- 13.2** Should there be any conflict or inconsistency between this Agreement and Exhibit I, the terms of Exhibit I shall control. In the event of a conflict between this Agreement, Exhibit I, and Exhibit III, Exhibit III shall control.

XIV.
SEVERABILITY

- 14.1** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future laws then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision had not been contained herein. It is also the intention of the Parties hereto that in lieu of such clause or provision in this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XV.
CAPTIONS

- 15.1** The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XVI.
SIGNATURES

16.1 EXECUTED in triplicate originals, this the _____ day of _____, 201__.

CITY
City of San Antonio

ACD
Alamo Colleges District

Carlos J. Contreras, III
Assistant City Manager

Dr. Mike Flores
Chancellor

ATTEST:

ATTEST:

Leticia Vacek
City Clerk

By: _____
Title: _____

Approved as to form:

Approved as to form:

Andrew Segovia
City Attorney

Ross Laughead
Attorney for the Alamo Colleges
District

EXHIBIT I
SETTLEMENT AGREEMENT

DRAFT

EXHIBIT II
INTERLOCAL BUDGET

DRAFT

ACD INTERLOCAL AGREEMENT PROPOSED BUDGET

**EDUCATION & TRAINING ACCOUNT
PROPOSED BUDGET (FY 2019/2020)**

Alamo Academies (AAAA, ITSA, ATMA, HPA, DTA)	\$485,416
Training for City Employees (HR)	\$438,294
Mentor-Protégé Program (EDD)	\$94,000
Training For Job Success (DHS)	\$70,000
TOTAL	\$1,087,710

EXHIBIT III
CITY'S AUTHORIZING ORDINANCE

DRAFT

EXHIBIT IV
ACD'S AUTHORIZING MINUTE ORDER

DRAFT