

**INTERLOCAL AGREEMENT
BETWEEN
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT
FOR
YOUTH CAREER FAIR INITIATIVE**

1. PARTIES TO THE AGREEMENT

The North Central Texas Council of Governments is the designated Administrative Entity and Grant Recipient/Fiscal Agent of the North Central Texas Workforce Development Board (hereinafter “Board”). In this capacity, NCTCOG is responsible for oversight and coordination of all activities of the workforce system within the North Central Texas Workforce Development Area.

This Interlocal Agreement (“Agreement”) is made and entered into by and between the North Central Texas Council of Governments, (hereinafter “NCTCOG”), a Texas political subdivision and non-profit corporation and Collin County Community College District (hereinafter “College”), a public two-year college and a political subdivision of the State of Texas.

2. DURATION OF AGREEMENT

The Initial term of this Agreement will commence April 26, 2017 and will end on June 1, 2017. This Agreement may be amended and extended for additional Workforce initiatives but adding Amendments to this agreement.

3. PURPOSE

The purpose of this Agreement is to define the relationship between NCTCOG and the College, which includes the goals, responsibilities and obligations of the parties with respect to the Youth Career Fair Initiative. The intent of the Initiative is to provide career exploration and awareness opportunities for youth ages 16-24 within the North Central Texas Workforce Development Area.

3.1 The Youth Career Fair will provide youth with:

- 3.1.1 Career exploration opportunities;
- 3.1.2 A forum for hearing from business representatives regarding industry employment requirements and opportunities;
- 3.1.3 Academic or job training requirements; and
- 3.1.4 Any other mutually agreed upon in writing initiatives for the Board.

4. PROGRAM DESCRIPTION

College will host Youth and College Career Discovery Day at Collin College, Preston Ridge Conference Center, on May 5, 2017 from 8:00 am to 2:00 pm. The Career Fair will commence with a keynote speaker, to be followed by three rounds of workforce exploration break-out sessions. Break-out sessions will provide opportunities for attendees to learn more about: targeted industries and their requirements, career exploration tools, and work readiness skills. Attendees will be provided a LinkedIn Lunch and Learn to learn how to leverage LinkedIn for their career exploration and job search efforts.

5. NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows:

6. TERMS

6.1 NCTCOG agrees to:

6.1.1 Reimburse to College certain expenses, to include up to:

6.1.1.1 \$10,250 for Keynote Speaker;

6.1.1.2 \$1,000 for Career Discovery Backpacks;

6.1.1.3 \$500 for photographer to provide free professional photos for youth participants.

6.1.2 Assist with outreach efforts via workforce center outreach, outreach to partners, and social media efforts.

6.2 College agrees to:

6.2.1 Clearly state the following when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the Youth Career Fair Initiative:

6.2.1.1 the percentage of the total cost of the program which will be financed with Federal money,

6.2.1.2 the dollar amount of Federal funds for the program, and

6.2.1.3 the percentage and dollar amount of the total costs of the program that will be financed by non-governmental sources.

6.2.2 Coordinate with Collin County ISDs and Collin County community-based organizations to conduct outreach to in-school and out-of-school youth.

6.2.3. Provide the following items in-kind for the Youth and College Career Discovery Day:

6.2.3.1 Fifty percent (50%) of the keynote speaker costs;

6.2.3.2 Food;

6.2.3.3 Supplies, copies, and materials;

6.2.3.4 Conference space and technology;

6.2.3.5 Flyers and outreach.

6.2.3.6 Submit expense reports for reimbursement as agreed upon by both parties.

6.3 All Parties agree to:

6.3.1 Communicate the availability of scholarships for this initiative to appropriate workforce customers.

6.3.2 Exchange information and coordinate activities between parties for a more streamlined and efficient project.

6.3.3 Provide cross training between the staff of the Parties, as needed, regarding policies and procedures.

6.3.4 Identify opportunities for collaboration, coordination, and elimination of barriers to cooperation.

6.3.5 Maintain the confidentiality of customer information and use customer data only in the administration of the Parties programs.

6.3.6 Designate a liaison as a resource for implementation of the Agreement to provide program guidance, as well as coordination efforts related to communication and meetings between the Parties to review policy, procedures, and other issues related to the Agreement.

7. FUNDING

7.1 The NCTCOG agrees to reimburse a maximum of \$11,250 to College to be used solely for expenses identified in paragraph 6.1.1 of this Agreement. The Parties assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a supplemental agreement, shall any party be obligated to pay or reimburse any expense incurred by another party under this Agreement.

7.2 The NCTCOG shall not reimburse the College for costs incurred or performances rendered by the College before the effective date of this Agreement or after the termination date of this Agreement.

7.3 The transfer of funding between Budget line items will require prior written approval by NCTCOG.

7.4 No later than the tenth day following the end of each month during the duration of this Agreement, the College must submit to the NCTCOG a report detailing cumulative allowable expenditures incurred as of the end of the previous month.

7.5 The College and NCTCOG both mutually agree to Exhibit A and the Grant requirements included therein.

8. GENERAL PROVISIONS

It is understood by the Parties that each is able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either Party is unable to perform its functions under this Agreement consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

9.0 TERM

The term of this agreement shall begin on April 26, 2017 and remain in effect until June 1, 2017, or until terminated as provided herein, whichever occurs earlier. This Agreement may be terminated without liability by mutual written agreement of the Parties or by any Party giving thirty (30) days written notice of termination to the other Party at the address provided herein.

10. NOTICE

Notice from one Party to another Party regarding this Agreement shall be in writing and shall be delivered to the addresses shown below:

10.1 College: Collin College
P O Box 8021
McKinney, TX 75070-8021
Attention: Purchasing

10.2 Board: North Central Texas Council of Governments
P O Box 5888
Arlington, TX 76005-5888
Attention: Cristina Medina

10.3 The above contact information may be modified without requiring an amendment to the Agreement.

11.0 CONTRACTING PARTIES

11.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature, between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties. Neither Party shall be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

11.2 During the performance of this Agreement, each Party, for itself, its assignees, and successors agrees to comply with all applicable local, state, and federal regulations.

- 11.3** NCTCOG and College agree that each Party is responsible for its individual acts and deeds as well as the authorized acts and deeds of their contractors, employees, representatives and agents, unless otherwise specified herein.
- 11.4** The Parties agree to the extent possible to attempt to resolve any disputes under or related to this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process prior to initiating litigation. All claims, suits or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds received from the Texas Workforce Commission by NCTCOG dedicated for purposes of this Agreement.
- 11.5** This Agreement may be amended only by a written amendment executed by both Parties.
- 11.6** This Agreement and any Exhibits, Attachments, addendums, as provided herein, constitute the complete agreement between the Parties, and supersede any and all oral and written agreements between the parties relating to matters herein.
- 11.7** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.

IN WITNESS WHEREOF, the following duly authorized representatives of the entities listed below hereby execute this Agreement.

Collin County Community College District
(College)

North Central Texas Council of Governments
(Board)

By: _____
(Signature)

(Signature)

Julie M. Bradley
(Name of Signatory)

Mike Eastland
(Name of Signatory)

Associate Vice-President Financial Services/Controller
(Title of Signatory)

Executive Director
(Title of Signatory)

(Date)

(Date)

EXHIBIT A

Grant Requirements

The College will adhere to the following assurance:

Grant applicant also assures that award funds shall be used in compliance with the Federal requirements against Prohibition on Trafficking persons found in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. §7104(g)). The following language must be included in all awards or sub-awards:

I. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or sub-awards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.

b. *Provision applicable to a recipient other than a private entity.*

- We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
 - ii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.
- c. ***Provisions applicable to any recipient.***
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.
- d. ***Definitions.***

For purposes of this award term:

 1. “Employee” means either:
 - i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. §7102).”

II. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

III. The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

IN WITNESS WHEREOF, the following duly authorized representatives of the entities listed below hereby include this Exhibit to this agreement.

Collin County Community College District
(College)

North Central Texas Council of Governments
(Board)

By: _____
(Signature)

(Signature)

Julie M. Bradley
(Name of Signatory)

Mike Eastland
(Name of Signatory)

Associate Vice-President Financial Services/Controller
(Title of Signatory)

Executive Director
(Title of Signatory)

(Date)

(Date)