

AN ORDINANCE 2006-01-05-21

AUTHORIZING THE EXECUTION OF INTERLOCAL AGREEMENTS WITH THE FOLLOWING SCHOOL DISTRICTS FOR THE PROVISION OF CHILD CARE DATA FOR A CUSTOMIZED, WEB-BASED CHILD CARE DATABASE SYSTEM TO BE USED IN CONNECTION WITH THE SINGLE PORTAL OF ENTRY/ KID FIRST INITIATIVE: ALAMO HEIGHTS, BOERNE, COMAL, EAST CENTRAL, EDGEWOOD, FORT SAM HOUSTON, HARLANDALE, JUDSON, LACKLAND, MEDINA VALLEY, NORTHEAST, NORTHSIDE, RANDOLPH FIELD, SAN ANTONIO, SCHERTZ-CIBOLO-UNIVERSAL CITY, SOMERSET, SOUTH SAN ANTONIO, SOUTHSIDE, AND SOUTHWEST INDEPENDENT SCHOOL DISTRICT; AND AUTHORIZING THE EXECUTION OF PARTICIPANT AGREEMENTS WITH ALAMO WORKFORCE DEVELOPMENT, INC. D/B/A ALAMO WORKSOURCE, STATE-WIDE CHILD CARE SYSTEMS, STATE-WIDE LICENSED CHILD CARE ORGANIZATIONS, STATE-WIDE RESOURCE AND REFERRAL AGENCIES, STATE-WIDE WORKFORCE SYSTEMS, UNITED WAY OF SAN ANTONIO AND BEXAR COUNTY, AND UNITED WAY OF TEXAS FOR THE PROVISION OF CHILD CARE DATA FOR A CUSTOMIZED, WEB-BASED CHILD CARE DATABASE SYSTEM TO BE USED IN CONNECTION WITH THE SINGLE PORTAL OF ENTRY/ KID FIRST INITIATIVE.

* * * * *

WHEREAS, the City of San Antonio, pursuant to Ordinance No. 97877, has entered into a contract with Great South Texas Corporation d/b/a Computer Solutions to implement a web-based Single Portal of Entry (SPE)/ Kid First Initiative for a community-wide child care safety net; and

WHEREAS, the SPE is a system which links individual child care service providers, streamlines the process for program entry, qualification, position reservation and referrals, enhances the performance, and improves the overall efficiency of data processing and automation systems in support of child care initiatives; and

WHEREAS, the overall goal of the SPE is to provide family strengthening, human capital development, and a community safety net for the children and families of San Antonio; and

WHEREAS, the City, local independent school districts and community-based organizations provide publicly funded early education and care programs, and desire to work cooperatively in order to implement, operate and maintain the SPE; and

WHEREAS, it is now necessary to authorize the execution of agreements with local independent school districts and community-based organizations in order to maximize resources and to promote an integrated delivery system; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

Section 1. The City Manager, or her designee, or the Director of the Department of Community Initiatives is authorized to execute Interlocal Agreements with local independent school districts set forth herein for the provision of child care data for a customized, web-based child care database system to be used in connection with the Single Portal of Entry (SPE)/ Kid First Initiative. A listing of said local independent school districts is attached hereto and incorporated herein for all purposes as part of Attachment I. A copy of said Interlocal Agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment II.

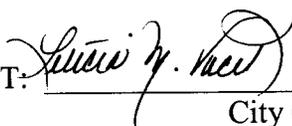
Section 2. The City Manager, or her designee, or the Director of the Department of Community Initiatives is authorized to execute Participation Agreements with community-based organizations set forth herein for the provision of child care data for a customized, web-based database system to be used in connection with the Single Portal of Entry (SPE)/ Kid First Initiative. A listing of potential community-based organizations is attached hereto and incorporated herein for all purposes as part of Attachment I. A copy of said Participation Agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment III.

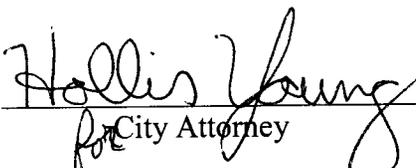
Section 3. If an agreement set forth herein, as first reviewed and approved by the City Attorney, is not signed by both parties within three-hundred and sixty-five (365) days from the effective date of this ordinance, it becomes null and void, and any further signed documents must be considered by the City Council.

Section 4. This ordinance shall become effective on and after January 15, 2006.

PASSED AND APPROVED this 5th day of January 2006.


M A Y O R

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Possible targeted San Antonio Area Independent School Districts
(ISD) for Interlocal Agreement include:

Alamo Heights ISD
Boerne ISD
Comal ISD
East Central ISD
Edgewood ISD
Fort Sam Houston ISD
Harlandale ISD
Judson ISD
Lackland ISD
Medina Valley ISD
Northeast ISD
Northside ISD
Randolph Field
San Antonio ISD
Schertz-Cibolo-Universal City ISD
Somerset ISD
South San Antonio ISD
Southside ISD
Southwest ISD

Possible targeted Community Organizations for
Participant Agreement include:

Alamo WorkSource
State-wide Childcare Systems
State-wide Licensed Childcare Organizations
State-wide Resource and Referral Agencies
State-wide Workforce Systems
United Way of San Antonio and Bexar County
United Way of Texas

ATTACHMENT II

SINGLE PORTAL ENTRY INTERLOCAL AGREEMENT BETWEEN

THE CITY OF SAN ANTONIO

AND

This Single Portal Entry Interlocal Agreement (“Agreement”) is made and entered into by and between the City of San Antonio (“City”), a Texas Municipal Corporation, acting by and through its Director of Community Initiatives (“Director”) pursuant to Ordinance No. _____ dated _____, and the _____, both of which may be referred to collectively as the “Parties”.

WHEREAS, the City has entered into a contract with Great South Texas Corporation d/b/a Computer Solutions (“Vendor”) to implement a web-based Single Portal Entry (“SPE”) for a community wide child care safety net pursuant to Ordinance No. 97877, passed and approved on June 26, 2003; and

WHEREAS, the SPE is a system that links individual child care service providers, streamlining the process for program entry, qualification, position reservation and referrals, thereby enhancing the performance and improving the overall efficiency of data processing and automation systems in support of child care initiatives; and

WHEREAS, the overall goal of the Single Portal Entry Project, (the “Project”) is to provide family strengthening, human capital development, and a community safety net for the children and families of San Antonio; and

WHEREAS, both Parties provide publicly funded early education and care programs; and

WHEREAS, it is in the best interests of the Parties to collaborate on the SPE in order to provide a seamless community-wide childcare safety net to maximize the placement of eligible children into childcare systems through the SPE; and

WHEREAS, the objective of the Project is to maximize the placement of eligible children into existing childcare systems, while serving as the basic building block to an overall seamless information system; and

WHEREAS, the Project is intended to maximize resources and to promote an integrated delivery system; and

WHEREAS, the Parties desire to work cooperatively to implement, operate and maintain the SPE; NOW THEREFORE, the Parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to articulate the roles that the Parties will play in the Project.

ARTICLE II. TERM

2.01 This Agreement shall be for a one year term, beginning on the date of execution by the last party to sign the agreement, unless terminated earlier in accordance with 2.03 below.

2.02 This agreement shall automatically renew for additional, successive one-year terms, on the same terms and conditions stated herein, subject to annual appropriation by the Parties, if necessary.

2.03 This Agreement, and any renewals hereof, may be terminated, without penalty, by either Party upon 90 days written notice.

ARTICLE III. RESPONSIBILITIES

3.01 The City shall:

- a) provide a Project Coordinator for the SPE that will act as overall manager and liaison for the project to act on City's behalf;
- b) bear all costs related to the contract with Vendor to, implement and maintain the project;
- c) provide, at City's cost, all necessary hardware and software to implement and host the SPE;
- d) maintain and support the SPE system at the host site;
- e) provide a live connection to the City and _____ networks;
- f) provide _____ and the community with access to the SPE system through the Internet;
- g) meet with _____ on a regular basis to ensure continuity of the Project;
- h) provide training to _____ on how to utilize the Single Portal Entry system; and
- i) seek collaborations with additional child care providers to support the mission of the project and provide additional capacity;
- j) maintain the integrity of the Child Care System Database network;
- k) ensure security of Child Care System Database information through data encryption whenever data will be transferred from the Child Care System Database to the SPE;
- l) ensure security of information contained in SPE database through restricted access; and
- m) provide protected leads to other SPE collaborators after SPE has filtered information to determine which parent or child may be eligible for child care services from another collaborating entity.

3.02 _____ shall:

- a) maintain and support the project;

- b) provide a Project Coordinator for the SPE that will act as overall manager and liaison for the project to act on _____ 's behalf;
- c) appoint a database administrator to support the development and implementation process;
- d) attend meetings with Vendor and City staff to ensure continuity and commitment to the project;
- e) support all design, development, testing and implementation protocols as established by the City by carrying out and complying therewith;
- f) participate in preliminary and final testing of the system using City protocols;
- g) provide the technical detail required for matching _____ 's system with the Single Portal Entry environment;
- h) allow City and its Vendor to install data encryption software on the Child Care System Database network; and
- (i) provide City and its Vendor with access to Confidential Data, as defined in Article 4.01 below, which data is critical for the project.

3.03 Both Parties agree to:

- a) use best efforts to cooperate and exchange information regarding all aspects of the project and comply with all reasonable requests of the other party with respect to information concerning the project.
- b) Parties agree that nothing herein shall be construed as to control or in any way limit the right of parents to choose a child care service provider.

ARTICLE IV. CONFIDENTIAL DATA

4.01 The parties to this agreement shall have access to the following data ("Confidential Data"):

Parent's Information:

Case Number
 First Name
 Middle Initial
 Last Name
 Street Address
 City
 Zip Code
 Telephone
 Social Security Number (Optional)
 Birth Date
 Gender
 Race
 Handicap
 Yearly Income
 Number of members in the Family
 County of Residence
 Employment and training status

Each child's Information:

Client Number
First Name
Middle Initial
Last Name
Social Security Number (Optional)
Birth Date
Gender
Race
Handicap

4.02 _____ understands that City intends to enter into additional agreements with other providers of child care services ("Additional Collaborators") in order to promote the success of the SPE project. Confidential Data may be provided by City, _____, and any Additional Collaborator. All Additional Collaborators shall be required to enter into a written agreement with City containing the confidentiality requirements set forth in this Article IV.

4.03 Each Party shall establish a method to secure the Confidential Data in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting a party to this agreement or an Additional Collaborator, or such party's authorized representative's right of access to that party's Confidential Data.

4.04 Neither Party shall disclose or publish Confidential Data to any individual or organization that is not a party to this Agreement or an Additional Collaborator, unless required by law or a lawful order of a court of competent jurisdiction. Each Party shall take measures within its organization to ensure that Confidential Data is accessible only by those persons working on the SPE project, or directly providing other childcare services, and only for the purpose of performing or assisting with services required by the SPE project or other specific child care services.

4.05 A Party may disclose Confidential Data to a third party ("Third Party") under contract or affiliated with that Party for the sole purpose of performing or assisting with services required in relation to the SPE project or other specific child care services. Confidential Data provided to a Third Party shall remain confidential and written confirmation by such Third Party that the Third Party will conform to the requirements of this section shall be provided to the Party prior to delivery of any information to the Third Party.

ARTICLE V. INDEPENDENT CONTRACTOR STATUS

5.01 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the Parties. Under no circumstances shall either Party, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the other Party.

5.02 No Joint Enterprise – There is no intention on the part of the parties hereto to create or otherwise form a joint enterprise under or pursuant to this Agreement. The Parties to this Agreement

are undertaking a governmental function or service in accordance with Chapter 791 of the Texas Government Code. The Parties to this Agreement do not have a pecuniary purpose, let alone a common one. The purpose of this Agreement is to further the public good, not to gain a profit. The Parties do not have an equal right of control. City has a superior right to control the SPE by virtue of its contract with Vendor, but has no right to control the direction or management of _____ operations, including but not limited its databases, resources, or clientele.

ARTICLE VI. RECORDS

6.01 All books, records, documents and information (the "records") shared by the parties for the purpose of providing services as described in this Agreement shall be and remain the property of the Party with whom such records originated.

ARTICE VII. NOTICES AND ADDRESSES

7.01 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given when either delivered in person, or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address or to such other address as either party may from time to time designate in writing.:

If to _____: _____

San Antonio, Texas 782__

If to City: City of San Antonio
Department of Community Initiatives, MIS Group
Tony Arrey, MIS Manager
115 Plaza de Armas, Ste 190
San Antonio, Texas 78205

7.02 Notice of changes of address by either Party must be made in writing and delivered to the other Party's last known address within five (5) business days of such change.

ARTICLE VIII. ENTIRE AGREEMENT

8.01 This Agreement, together with its authorizing ordinance, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XI. Amendments.

ARTICLE IX. ASSIGNMENT

9.01 Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by

either Party without the prior written consent of the other Party. Any such attempt at assignment without prior approval shall be void.

ARTICLE X. TEXAS LAW TO APPLY

10.01 This Agreement is performable in Bexar County, Texas, and the validity of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties further agree that venue for any legal action, claim or dispute arising under this Agreement will be in Bexar County, Texas.

ARTICLE XI. AMENDMENT

11.01 No amendment, supplementation, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The Director shall be the person deemed to have authority to act on behalf of the City with regard to this provision.

ARTICLE XII. LEGAL CONSTRUCTION

12.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XIII. CURRENT REVENUE

13.01 Any and all payments, contributions, fees, and disbursements required by a Party hereunder shall be made from current revenues budgeted and available to said Party.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH HAVE THE FORCE AND EFFECT OF AN ORIGINAL.

CITY OF SAN ANTONIO

Dennis J. Campa, Director
Department of Community Initiatives

Date

Date

Approved as to form:

City Attorney

ATTACHMENT III

SINGLE PORTAL ENTRY PARTICIPATION AGREEMENT BETWEEN

THE CITY OF SAN ANTONIO

AND

This Single Portal Entry Participation Agreement (“Agreement”) is made and entered into by and between the City of San Antonio (“City”), a Texas Municipal Corporation, acting by and through its Director of Community Initiatives (“Director”) pursuant to Ordinance No. _____ dated _____, and the _____, both of which may be referred to collectively as the “Parties”.

WHEREAS, the City has entered into a contract with Great South Texas Corporation d/b/a Computer Solutions (“Vendor”) to implement a web-based Single Portal Entry (“SPE”) for a community wide child care safety net pursuant to Ordinance No. 97877, passed and approved on June 26, 2003; and

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WHEREAS, both Parties provide publicly funded early education and care programs; and

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2.03 This Agreement, and any renewals hereof, may be terminated, without penalty, by either Party upon 90 days written notice.

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3.01 The City shall:

- a) provide a Coordinator for the Project that will act as overall manager and liaison for the project to act on City's behalf;
- b) bear all costs related to the contract with Vendor to, implement and maintain the project;
- c) provide, at City's cost, all necessary hardware and software to implement and host the SPE;
- d) maintain and support the SPE system at the host site;
- e) provide a live connection to the City and _____ networks;
- f) provide _____ and the community with access to the SPE system through the Internet;
- g) meet with _____ on a regular basis to ensure continuity of the Project;
- h) provide training to _____ on how to utilize the Single Portal Entry system;
- i) seek collaborations with additional child care providers to support the mission of the project and provide additional capacity;
- j) maintain the integrity of the Child Care System Database network;
- k) ensure security of Child Care System Database information through data encryption whenever data will be transferred from the Child Care System Database to the SPE;
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- m) provide protected leads to other SPE collaborators after SPE has filtered information to determine which parent or child may be eligible for child care services from another collaborating entity.

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- a) maintain and support the project;
- b) provide a Project Coordinator for the SPE that will act as overall manager and liaison for the project to act on _____'s behalf;
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4.01 The parties to this agreement shall have access to the following data ("Confidential Data"):

Parent's Information:

Case Number
First Name
Middle Initial
Last Name
Street Address
City
Zip Code
Telephone
Social Security Number (Optional)
Birth Date
Gender
Race

Handicap
Yearly Income
Number of members in the Family
County of Residence
Employment and training status

Each child's Information:

Client Number
First Name
Middle Initial
Last Name
Social Security Number (Optional)
Birth Date
Gender
Race
Handicap

4.02 _____ understands that City intends to enter into additional agreements with other providers of child care services ("Additional Collaborators") in order to promote the success of the SPE project. Confidential Data may be provided by City, _____, and any Additional Collaborator. All Additional Collaborators shall be required to enter into a written agreement with City containing the confidentiality requirements set forth in this Article IV.

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4.04 Neither Party shall disclose or publish Confidential Data to any individual or organization that is not a party to this Agreement or an Additional Collaborator, unless required by law or a lawful order of a court of competent jurisdiction. Each Party shall take measures within its organization to ensure that Confidential Data is accessible only by those persons working on the SPE project, or directly providing other childcare services, and only for the purpose of performing or assisting with services required by the SPE project or other specific child care services.

4.05 A Party may disclose Confidential Data to a third party ("Third Party") under contract or affiliated with that Party for the sole purpose of performing or assisting with services required in relation to the SPE project or other specific child care services. Confidential Data provided to a Third Party shall remain confidential and written confirmation by such Third Party that the Third Party will conform to the requirements of this section shall be provided to the Party prior to delivery of any information to the Third Party.

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If to _____ : _____

San Antonio, Texas 782__

If to City: City of San Antonio
Department of Community Initiatives, MIS Group
Tony Arrey, MIS Manager
115 Plaza de Armas, Ste 190
San Antonio, Texas 78205

7.02 Notice of changes of address by either Party must be made in writing and delivered to the other Party's last known address within five (5) business days of such change.

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by either Party without the prior written consent of the other Party. Any such attempt at assignment without prior approval shall be void.

ARTICLE X. TEXAS LAW TO APPLY

10.01 This Agreement is performable in Bexar County, Texas, and the validity of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties further agree that venue for any legal action, claim or dispute arising under this Agreement will be in Bexar County, Texas.

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CITY OF SAN ANTONIO

Dennis J. Campa, Director
Department of Community Initiatives

Date

Date

Approved as to form:

City Attorney