



## Travis County Commissioners Court Voting Session Agenda Request

**Meeting Date:** February 11, 2020

**Agenda Language:**

Consider and take appropriate action on Census matters, including:

- a. An Interlocal agreement with the City of Austin regarding Census program management activities, and an
- b. Economic development program services agreement for Census 2020 community outreach efforts (Judge Eckhardt)

**Prepared By/Phone Number:** Julie Wheeler, 854-4774;

**Elected/Appointed Official or Department Head:** Julie Wheeler, Interim IGR Officer

**Commissioners Court Sponsor(s):** Judge Eckhardt

**Press Inquiries:** Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

**Background/Summary of Request and Attachments:**

The 2020 Census will be held during the first half of 2020. The Census is a critical activity, and a coordinated community-wide effort is more important than ever. A successful, accurate 2020 Census will provide multiple benefits to Travis County, such as providing essential data on the total population of the County, the age of the population in various areas of the region, the percentage of the population within certain age brackets, the region's workforce, level of employment, and unemployment. The Commissioners Court is committed to robust leadership in planning and executing a significant education and outreach campaign in preparation for the 2020 Census.

As part of the FY 2019 Adopted Budget, the Commissioners Court approved an earmark for a Census Manager Special Project Worker for General Administration. On April 30, 2019, the Commissioners Court approved the release of the earmark and approved the position with a start date of June 1, 2019, and an end date of September 30, 2020. In addition to the funding provided by the Commissioners Court, the City of Austin has agreed to help co-fund the position. John Lawler came on board in that role in July of 2019.

**AGENDA REQUEST & BACKUP MATERIALS DEADLINE:** Agenda requests and backup materials must be submitted in PDF format via email to [agenda@traviscountytexas.gov](mailto:agenda@traviscountytexas.gov) by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

In addition to the Census Program Manager position, the Commissioners Court has also helped to coordinate community-wide participation in the Census through the creation of the Austin-Travis County Census 2020 Complete Count Committee (“the CCC”), which is co-chaired by Mayor Adler and Judge Eckhardt. The CCC is composed of leaders from the civic, business, educational and government communities. The purpose of the Austin-Travis County Census 2020 Complete Count Committee is to maximize the success of the 2020 Census in the Central Texas region by educating and motivating residents to participate.

In order to raise funds and contributions to support the efforts of the CCC, the Austin-Travis County Census Collaborative (“the Collaborative”) was established in partnership between Mayor Steve Adler, Judge Sarah Eckhardt, and Joyce LeBombard, President of the Austin Area League of Women Voters. The Collaborative will coordinate and manage financial resources for the Census 2020 marketing and outreach efforts to ensure greater impact and efficiency for an accurate census count. Because successful participation in the Census is so important to our community, the combined outreach and education efforts of the Collaborative and the CCC constitute a public purpose.

As part of the Fiscal Year 2020 budget process, Intergovernmental Relations requested that the Commissioners Court dedicate funds for Census-related community outreach efforts. Ultimately, the Commissioners Court approved an earmark of \$200,000 for Fiscal Year 2020 in allocated reserves to ensure an accurate and complete Census count within Travis County.

The Court has identified and determined that working with the Collaborative and allocating County resources for Census 2020 outreach and marketing efforts will serve a public purpose and benefit the County and its residents in promoting economic prosperity for the County and its citizens. This agreement will further aid the County’s engagement in community and economic development projects to stimulate business and commercial activities in the communities.

**Attachments:**

1. Interlocal Cooperation Agreement between the City Of Austin and Travis County to encourage and support an accurate Census count in 2020
2. Economic Development Program Service Agreement for Census 2020 Community Outreach Efforts

**Staff Recommendations:**

IGR recommends that the Commissioners Court do the following:

- a. Execute the Interlocal Agreement with the City of Austin regarding Census program management activities, and an
- b. Execute the Economic development program services agreement for Census 2020 community outreach efforts

**Issues and Opportunities:**

N/A

**Fiscal Impact and Source of Funding:** N/A

**Required Authorizations:** N/A

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF AUSTIN AND TRAVIS COUNTY TO ENCOURAGE AND SUPPORT AN  
ACCURATE CENSUS COUNT IN 2020**

**PARTIES**

This Interlocal Agreement ("Agreement") is between the following parties: the City of Austin, a Texas home rule municipality, ("City"), and Travis County, a political subdivision of the State of Texas ("County").

**RECITALS**

The primary goal of this Agreement is to obtain a successful, accurate count of residents of the Austin and Travis County during the 2020 Census.

Both the City and County find that this Agreement is in their best interests for future endeavors and that it will benefit the public.

Both the City and County want to share the costs of encouraging and supporting efforts to obtain an accurate count of residents of the City and Travis County in the 2020 Census by engaging and utilizing a Census 2020 Project Manager.

The City and County are authorized to perform the functions described in this Agreement.

The City and County are authorized to enter into this Agreement in all respects by the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**AGREEMENT**

NOW THEREFORE, the City and County agree as follows:

**Section 1  
Term**

a. This Agreement is effective upon execution by both parties and ends on September 30, 2020 unless sooner terminated by the County because County has not provided funding for it in Fiscal Year 2020.

b. Either party may terminate this Agreement by giving the other party written notice of the effective date of termination at least ninety days before that date.

**Section 2  
Purpose of Interlocal Cooperation Agreement**

a. The purpose of this Agreement is for the parties to collaborate on achieving an accurate and thorough count of the residents in the City and County during the 2020 Census.

b. Through this Agreement, City and County intend to equally share the costs associated with engaging and utilizing a Project Manager to be the leader of a joint City-County effort

to do whatever the County and City determine will best achieve an accurate and thorough count in Austin and Travis County during Census 2020 (“Census Project”). Costs are defined as the total salary, benefits, leave balance and authorized expenses of the Project Manager for a total amount not to exceed \$125,000.00.

c. The parties acknowledge that the Census Project began in July 2019, and County began to contribute its share of the costs of the Census Project at that time and continuing through the present day. City has received benefits of the Census Project since it began, and will now contribute its share of the costs associated with the Census Project.

### **Section 3 City Responsibilities**

a. In furtherance of the Census Project, City shall pay fifty percent (50%) of the Costs associated with the Census Project, not to exceed one hundred thousand dollars and no cents (\$100,000.00) calculated from the Effective Date of this Agreement. Upon receipt and no later than thirty days from the date of an invoice from the County, the City will pay its share of the Costs of the Census project, in the initial amount of \$25,000.00, and will pay its remaining proportionate share, after deducting the initial \$25,000.00 payment, within thirty days after receipt of an invoice issued at the end of the Project Manager’s employment with the County.

b. Current Revenue. City shall pay for its obligations under this Agreement from current revenue funds available to City.

c. The City shall designate a City staff member to generally act as the liaison between the City and the County in relation to the Census Project (“City Liaison”). The City Liaison will participate in the development and execution of a strategic plan for the Census Project and support the execution of the Census Project.

d. The City Liaison shall work collaboratively with the Project Manager and the Travis County Intergovernmental Relations Officer to achieve the purposes of this Agreement.

### **Section 4 County Responsibilities**

a. In furtherance of the Census Project, County shall pay fifty percent (50%) of the Costs associated with the Census Project, not to exceed one hundred thousand dollars and no cents (\$100,000.00).

b. The County shall collaborate with the City Liaison to develop a strategic plan for the Census Project.

c. The County shall apply all of the funds provided by the City to pay for the Costs of the Census Project.

d. The County shall contribute an equal share of the funds in the same amount contributed by the City to pay the costs associated with the Census Project.

- e. The County shall supervise the Project Manager on a day-to-day basis.
- f. Current Revenue. County shall pay for its obligations under this Agreement from current revenue funds available to County.
- g. The Travis County Intergovernmental Relations Officer shall oversee the Census Project and work collaboratively with the City Liaison and the Project Manager to achieve the purposes of this Agreement.

**Section 5**  
**Publicity Surrounding the City-County Census 2020**

Public information and education about the progress of the City-County 2020 Census are crucial to a successful count. City and County shall mention that the participation and contributions of both the City and the County have made the Census Project possible in any publicity prepared or distributed by or for them. This mention may be through use of logos or explanations in applicable text. When appropriate, the Project Manager shall distribute updates and status reports to City and County officials. The Project Manager shall update the City Liaison monthly about the activities of the previous month.

**Section 6**  
**Potential Liability**

- a. County Assumption of Risk Related to Third Party Claims. City is not liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees.
- b. City Assumption of Risk Related to Third Party Claims. County is not liable to City for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees.
- c. Joint Liability. For any claims, damages and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations as described in this Agreement, if both parties are liable, City and County are liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.
- d. Workers' Compensation. If any County official or employee suffers any injury while on duty that is compensable under the Workers' Compensation laws, County is responsible for the loss under its workers' compensation self- insurance fund. If any City official or employee suffers any injury while on duty that is compensable under the workers' compensation laws, City is responsible for the loss under its workers' compensation self-insurance fund.

**Section 7**  
**General Terms and Conditions**

- a. Federal and State Laws, Rules and Ordinances. The Parties will comply with all applicable federal and state constitutions, statutes, rules and regulations in the performance of this Agreement.
- b. Applicable Law and Venue. This Agreement is governed by and interpreted in accordance with the laws of the United States of America and of Texas. All obligations under this Agreement are performable in Travis County, Texas.
- c. Severability. If any provision of this Agreement is held to be unenforceable, illegal or invalid by a court of competent jurisdiction, the remainder continues in full force and is in no way impaired by that holding.
- d. Immunity Not Waived. The parties, individually and jointly, expressly agree that they do not intend that any provision of this Agreement in any way constitutes a waiver by either party of any immunities from suit or from liability that the parties may independently have by operation of law.
- e. Non-Waiver. Any omission to enforce any provision of this Agreement by either party and any payment made in compliance with this Agreement will not be interpreted as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of the right or privilege. Exercise of any right or remedy does not impair, prejudice, or preclude the exercise of any other right or remedy under this Agreement.
- f. Notices. All notices required under this Agreement shall be in writing. Notices are deemed to have been given to the party on the third day following mailing if placed in the United State Mail, postage prepaid, by registered or by certified mail, with return receipt requested. Each party may change its address for notice by giving notice of the change in compliance with the requirements of this section and delivering the notice to the County Clerk for attachment to this Agreement no later than ten (10) days after the effective date of the notice.

The address of County for all purposes under this Agreement is:

If by Mail:

Purchasing Agent, Travis County  
P.O. Box 1748  
Austin, Texas 78767

If by Personal Delivery:

Purchasing Agent, Travis County  
700 Lavaca, Suite 800  
Austin, Texas 78701

With copies to:

Julie Wheeler  
Intergovernmental Relations Officer  
P.O. Box 1748  
Austin, TX 78767

The address of City for all purposes under this Agreement is:

If by Mail:

City Manager  
City of Austin  
P.O. Box 1088  
Austin, Texas 78767

If by Personal Delivery:

City Manager  
City of Austin  
301 West 2nd Street  
Austin, Texas 78701

g. Change of Address. The parties may change their addresses for notice by sending notice of the change in compliance with these Notice paragraphs.

h. Independent Contractors, No Agency. The parties to this Agreement are independent contractors. An official or employee of one party is not be construed to be the agent or the employee of the other party. Neither party may represent the other for any purpose not expressly authorized in this Agreement without the prior consent of the other party. No agent, official, employee or representative of either party has the authority to amend or assign this Agreement, or waive any violations of this Agreement unless expressly granted specific authority to do so by the City Council or the Commissioners Court, as applicable.

i. Assignment. Neither party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other. It is acknowledged by each party that no official, agent, employee or representative of the other party has any authority to grant such assignment unless expressly granted that specific authority by the party's governing body.

j. Number and Gender. Words of any gender include any other gender and words in either number include the other, unless the context clearly indicates otherwise.

k. Non-Party Beneficiaries. No provision in this Agreement creates any rights in any person or entity that is not a party to this Agreement, and the rights to performance in this Agreement are only enforceable by the County and City.

l. Entire Agreement. This Agreement replaces all prior contracts and all oral and written Agreements between the parties regarding the subjects and terms of this Agreement. Any agreement, covenant or understanding that is not included in this document has been superseded by it.

m. Duplicate Originals. This Agreement may be executed in duplicate originals.

**CITY OF AUSTIN**

**COUNTY OF TRAVIS**

\_\_\_\_\_  
Spencer Cronk, City Manager

\_\_\_\_\_  
Sarah Eckhardt, County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ECONOMIC DEVELOPMENT PROGRAM SERVICE AGREEMENT  
FOR CENSUS 2020 COMMUNITY OUTREACH EFFORTS**

This Program Service Agreement (hereinafter referred to as “Agreement”) is entered into between Travis County, a political subdivision of the State of Texas (“County”), and the Austin-Travis County Census Collaborative (hereinafter referred to as the “Collaborative”), a non-profit association (collectively referred to as the “Parties”) and pursuant to Article III, Section 52-1 of the Texas Constitution and Chapter 381 of the Texas Local Government Code, for the purposes and consideration stated below:

**WHEREAS**, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the County; and

**WHEREAS**, the Collaborative is a non-profit association formed under Section 252.001, *et seq.* of the Texas Business Organizations Code, the [Texas Unincorporated Nonprofit Association Act](#) and formed to support the efforts of the Austin-Travis County Census 2020 Complete Count Committee (“CCC”) by raising funds and coordinating outreach, education and marketing efforts to ensure an accurate and complete Census count in Travis County.

**WHEREAS**, the next decennial Census will occur on Wednesday, April 1, 2020.

**WHEREAS**, on September 17, 2019, the Travis County Commissioners Court recognized the importance of an accurate Census count within Travis County by setting aside \$200,000 as an earmark in allocated reserves to be used for Census 2020 outreach and education efforts, as the Court considered the importance of accurate Census data used to support important governmental functions, especially in the appropriation of federal funds to local communities and its important role in U.S. commerce and economy by providing the data necessary for development in the community. Attached as Exhibit A.

**WHEREAS**, the County wishes to engage the services of the Collaborative for the coordination and management of financial resources for Census 2020 outreach, education and marketing efforts to ensure a greater impact and efficiency for an accurate census count;

**WHEREAS**, [Tex. Const., Art. V, Sec. 18\(a\)](#) requires that “[e]ach county in the State with a population of 50,000 or more, according to the most recent federal census, from time to time, for the convenience of the people, shall be divided into not less than four and not more than eight precincts;” and,

**WHEREAS**, [TEX. LOCAL GOVT. CODE Sec. 81.021](#) clarifies a commissioners court’s authority to redraw county commissioner and justice precincts and [Chapter 42, TEX. ELECTION CODE](#), requires a county commissioners court to create “compact and contiguous” election precincts [§42.001(a)] which population may not exceed 5,000 registered voters [§42.006(a)]; and,

**WHEREAS**, complete and accurate data from the decennial Census is a prerequisite to the successful execution of these constitutional and statutory duties; and further,

**WHEREAS**, Congress finds and declares that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic, and political entities, and require collaboration with State and local governments to develop new centers of population growth and economic activity; and,

**WHEREAS**, accurate Census data is necessary for the federal Department of Housing and Urban Department (HUD) to designate Travis County as an urban county for programmatic eligibility purposes, including the Community Development Block Grants (CDBG) and low-income housing programs; and further,

**WHEREAS**, an accurate Census count provides essential data on the total population of the County, the age of the population in various areas of the region, the percentage of the population within certain age brackets, the region's workforce, and level of employment, unemployment; and

**WHEREAS**, [TEX. LOCAL GOVT. CODE Chapter 381](#) grants Texas counties the authority to engage in community and economic development projects to stimulate business and commercial activities in their communities; and,

**WHEREAS**, accurate Census data enables a governing body, policy makers and the business community to plan for the allocation of resources and investment and operates as a single source of information used by the business community to make evidence-based decisions that create jobs and grow the County's economy; and

**WHEREAS**, local governments use Census results to attract new businesses, assess the economic health of their localities, understand the characteristics of their business base, and compare their community to other geographical areas; and further,

**WHEREAS**, accurate information on the County's demographics and growth potential of a regional market provides business leaders an opportunity to invest in the local community via real estate developments, office and retail locations, construction projects, as well as new and existing business growth and expansion opportunities: and

**WHEREAS**, pursuant to Texas Local Government Code Section 381.004(b), the County is authorized to develop and administer a program for state or local economic development and to stimulate, encourage, and develop business location and commercial activity in the county; and

**WHEREAS**, pursuant to Texas Local Government Code Section 381.004(c), the County Commissioners Court may contract with another entity to administer such a program and may use County funds, employees or other resources for the program; and

**WHEREAS**, the County has identified and determined that working with the Collaborative and allocating County resources for Census 2020 outreach and marketing efforts will serve a public purpose and benefit the County and its residents in promoting economic prosperity for the County and its citizens; and

**WHEREAS**, in consideration of the foregoing, Travis County and the Collaborative agree to the following:

## **AGREEMENT**

### **I. PURPOSE:**

The Parties acknowledge and agree that they have the common and unified purpose of informing and educating the Travis County community of the importance of Census 2020. The purpose of the Collaborative is to support the efforts of the CCC, a collaboration between a network of government and community-based organizations and individuals formed to raise funds and coordinate outreach, education and marketing efforts to ensure an accurate and complete Census county in Travis County. The County wishes to engage the services of the Collaborative for the coordination and management of financial resources for Census 2020 outreach, education and marketing efforts to contribute to a greater impact and efficiency for an accurate census count. The services provided by the Collaborative will include:

- A. Overseeing and coordinating the Census 2020 marketing, education and outreach efforts to the Travis County community;
- B. Provide financial management services to the County by managing the County's funds allocated to Census efforts as reflected in the Collaborative's Agreement with Austin Community Foundation to serve as the fiscal sponsor, attached as Exhibit B, and appropriating those funds accordingly;
- C. Provide monthly accounting reports from Austin Community Foundation;
- D. Provide monthly written reports to the County regarding the status of Census 2020 efforts, the progress of the marketing campaign, and financial reports that will reflect the expenditure of County funds.

### **II. TERM OF THE AGREEMENT:**

The effective date will commence on the date the Agreement is signed by both parties, and shall continue through June 1, 2020, unless earlier terminated by either party as provided herein. Either party may terminate this Agreement with or without cause at any time.

### **III. RESPONSIBILITIES OF THE COLLABORATIVE:**

During the term of this Agreement, the Collaborative will comply with the following services and activities:

- A. Fund Management. The Collaborative has contracted with Austin Community Foundation ("ACF") to serve as its fiscal sponsor, and the Collaborative through its fiscal agent ACF shall manage the funds allocated by the County through this Agreement and shall maintain fiscal records and documentation for all expenditures pertaining to this agreement in a readily available state and location until a financial audit in conformance with generally accepted ac-

counting principles and procedures for non-profit organizations is completed and all questions arising from it are resolved satisfactorily or three (3) years after the end of the contract period, whichever occurs later.

B. **Monthly Reporting.** Provide the County monthly written reports regarding Census 2020 outreach and marketing efforts. Such reporting shall be will be a collaborative process to raise funding

C. Provide direct oversight to any third-party hired to perform marketing, media or outreach services related to Census 2020.

D. **Access.** The Collaborative shall give the County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Collaborative or its fiscal agent pertaining to this agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by the Collaborative.

E. **Close-Out Report.** Provide a final close-out report to the Travis County Commissioners Court regarding the entirety of Census 2020 outreach and marketing efforts, including a final account of expenditure of County funds, the accomplished goals, and impact of such efforts within thirty (30) days of the Census date.

#### **IV. AMOUNT OF DISBURSEMENT:**

A. **Amount of Payment.** Subject to funding by the Travis County Commissioners Court, and conditioned upon the Collaborative's satisfactory performance of the terms and conditions of this Agreement, the total amount payable by the County shall not exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00).

B. **Disbursement of Payment.** The County will disburse payment in a one-time payment not to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) in matching funds in support of the Census 2020 Outreach and Education Efforts.

C. The parties expressly understand that all costs and expenses incurred by the Collaborative, including management fees of ACF, are the Collaborative's sole responsibility. The County shall not be liable to the Collaborative or any other entity for costs incurred by the Collaborative in the performance of this agreement.

D. **Prior Debts.** County shall not be liable for costs incurred or performances rendered by the Collaborative before or after the contract period.

#### **V. OBLIGATIONS OF THE COUNTY:**

During the term of this Agreement, the Collaborative will comply with the following services and activities:

A. Process Payment in a Timely Manner. The payment disbursement shall be made within thirty (30) days of the Effective Date of this Agreement.

B. County Appropriation of Funds. It is expressly understood by the Parties that, except as otherwise provided in the Agreement, payment of funds to the Collaborative in no way obligates the County's General Fund or any monies or credits of the County and creates no debt of, nor any liability to, the Collaborative or third parties. All payments and expenditures made by the County under this Agreement are subject to the County's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

#### **V. ACKNOWLEDGEMENT OF THE COLLABORATIVE:**

The Collaborative expressly acknowledges and agrees that the sum stated in Section IV. is the maximum amount to be paid by County to the Collaborative during the contract period and that the total costs of this agreement shall not exceed the amount included in the County budget designated for this purpose for this Contract for the Contract Term unless or until an increase in the County budget is approved by Commissioners Court.

#### **VI. TERMINATION OF AGREEMENT:**

A. Notice of Breach and Termination for Cause. Failure by either the Collaborative or the County to comply with any provision of this Agreement constitutes a breach of contract. Either party may require corrective action within ten (10) calendar days after receipt of the notice of violation. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days constitutes a default. The Party may end this Agreement by giving notice of termination to the Party in default and that notice will immediately end this Agreement.

B. Termination of Agreement by County without Default of the Collaborative. The County may terminate this Agreement for its convenience and without the requirement of a condition of default by the Collaborative, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that an Economic Development Agreement such as this Agreement is unconstitutional debt.

C. Effect of Termination. Upon receipt of the County's notice of termination, the Collaborative shall cancel, withdraw or otherwise terminate any outstanding orders or performance related to the performance of this Agreement and shall cease to incur costs that would be assessed to the County. The Collaborative agrees and understands that the County will not be liable to the Collaborative or to third parties for any costs incurred subsequent to receipt of a notice of termination. Further, it is understood and agreed that upon receipt of the notice of termination and following the applicable cure period, the Collaborative shall provide one final accounting report within thirty (30) days.

#### **VII. MISCELLANEOUS PROVISIONS:**

A. Amendments. This Agreement may be amended or changed by the Agreement of both Parties at any time during its duration. Amendments to this Agreement must be in writing and signed by the Parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the County unless the County approves in writing.

B. Assignment. Neither Party shall assign any right, benefit, or duty under this Agreement without getting the other Party's written agreement.

C. No Third Party Beneficiaries. This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third party beneficiary of this Agreement. This Agreement does not convey any rights to any person not a Party hereto.

D. Severability. If any word, phrase, clause, sentence, paragraph, section or other portion of this Agreement is held to be invalid for any reason by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if such invalid portion had never been contained herein and the provisions of this Agreement are expressly deemed severable for this purpose.

E. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas and interpreted under Texas law. Proper venue for a claim arising from this Agreement will be in a court of competent jurisdiction in Travis County, Texas.

F. Independent Contractor. The Parties expressly acknowledge and agree that the Collaborative is an independent contractor, operating solely in that capacity, and the Collaborative assumes all of the rights, obligations and liabilities applicable to them as an independent contractor. The Collaborative is not an employee, partner, joint-venturer, nor agent of County, nor does the Collaborative gain any rights against County pursuant to the County's personnel policies. County will not pay any customary Travis County benefits, including but not limited to taxes, worker's compensation, health or retirement benefits, sick leave or vacation or holiday pay.

G. Counterparts; Electronic Transmission. This Agreement may be signed by each Party individually, and each signature page will be made a part of the original Agreement, and all will be considered a single Agreement. Any counterpart signature to this Agreement that is delivered by fax or email will be considered for all purposes to be good and valid execution and delivery of this Agreement.

H. Notices. Any notices contemplated to be given pursuant to this Agreement shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address set forth below, or upon actual receipt when delivered by facsimile or by hand as evidenced by written acknowledgment of such delivery. Any address for notice may be changed by written notice delivered as provided herein.

Austin-Travis County Census Collaborative:

Austin, Texas 787

Attn:  
Telephone: 512.  
Fax: 512

County:  
Travis County, Texas  
P.O. Box 1748  
Austin, Texas 78767  
Attn: Director, Intergovernmental Relations Department  
Telephone: 512.854.  
Fax: 512.854.

With a copy to:  
Travis County Attorney's Office  
P.O. Box 1748  
Austin, Texas 78767

I. County Access. Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or 3 years after completion of the contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

J. Entire Agreement. This document represents the entire Agreement between the Parties. No prior Agreement or understanding oral or otherwise, of the Parties or their agents will be valid or enforceable unless made part of this document.

**IN WITNESS WHEREOF**, this Agreement has been signed by an authorized representative of each Party, to be effective as of the Effective Date.

Travis County, a political subdivision of the State of Texas

By: \_\_\_\_\_

Date: \_\_\_\_\_

Austin-Travis County Census Collaborative

By: \_\_\_\_\_

Date: \_\_\_\_\_