

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF HOUSTON AND WORK FORCE SOLUTIONS TO OFFER PARTICIPANTS, AT THE METROPOLITAN MULTI-SERVICE CENTER, ASSISTANCE WITH THEIR EMPLOYMENT SEARCHES AND CAREER DEVELOPMENT NEEDS; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.


Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 5th day of November, 2014.

APPROVED this _____ day of _____, 20____.

Mayor of the City of Houston, Texas.

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is NOV 11 2014.



City Secretary

(Prepared by Legal Dept. Amred [Signature])
 (ARC/dg 10/8/14) Assistant City Attorney
 (Requested by Katy Tipton, Director, Department of Neighborhoods)
 (L.D. File No. 0831400260001)
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AYE	NO	
✓		MAYOR PARKER
....	COUNCIL MEMBERS
✓		STARDIG
✓		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
✓		PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
✓		KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

Agreement for Services Between the City of Houston and Gulf Coast Workforce Board

THIS AGREEMENT FOR SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city principally located in the Harris County, and **GULF COAST WORKFORCE BOARD**, doing business as Workforce Solutions ("Workforce Solutions"), acting by and through its duly authorized officer (each, a "Party", and collectively, the "Parties").

I. Purpose of Agreement

It is the purpose of the Agreement to establish a cooperative and mutually beneficial strategy outlining operational tasks and responsibilities between the Parties to provide workspace at the Metropolitan Multi-Service Center in which Workforce Solutions will assist customers with their employment searches and career development needs.

II. Duration of Agreement

The Agreement shall become effective on the Countersignature Date of this Agreement, and shall remain in full force and effect until the Agreement is cancelled by either Party in accordance with the terms set forth herein.

III. Workforce Solutions's Duties

Workforce Solutions shall:

- Place one Workforce Solutions staff at the Metropolitan Multi-Service Center to assist with job search on Wednesdays from 9 a.m. – 12 p.m.;
- Provide a management contact for Workforce Solutions staff placed at the location to help clarify issues or address any problems;
- Make available Workforce Solutions brochures and informational materials at the Metropolitan Multi-Service Center to inform visitors of services; and
- Be fully responsible for staff assigned at the Metropolitan Multi-Service Center location.

IV. City's Duties

The City shall:

- Provide space for Workforce Solutions staff to meet with customers at the Metropolitan Multi-Service Center; and
- Permit Workforce Solutions staff to place brochures and information materials in designated locations at the Metropolitan Multi-Service Center.

V. Facility Closures

Both Parties shall close for the holidays listed below, and other mutually agreed upon holidays. Neither Party will extend services on a date deemed as a holiday by the other organization. The listed holidays are:

- New Year’s Day;
- Martin Luther King, Jr. Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Veterans Day;
- Thanksgiving Holiday; and
- Christmas Holiday.

VI. Notices

All notices to either Party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given at its address set out in this Section, or another address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

The following persons will be primarily responsible for the communication between Parties for the purposes of this agreement:

ORGANIZATION	CONTACT PERSON
City of Houston Mayor’s Office for People with Disabilities Metropolitan Multi-Service Center 1475 W Gray St, Box #10 Houston, TX 77019	Jay Stiteley, Manager Main: 832-394-0814 Direct: 832-394-0670 Mobile: 832-372-0323 Fax: 713-284-8582 Jay.stiteley@houstontx.gov

Gulf Coast Workforce Board P.O. Box 22777 Houston, TX 77277	David Baggerly Program Manager david.baggerly@wrksolutions.com 713.993.4528
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VII. Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Workforce Solutions. The Contact Person is only authorized to perform the functions specifically delegated to him or her in this Agreement.

VIII. Termination for Convenience by the City

The City may terminate this Agreement at any time by giving 30 days written notice to Workforce Solutions. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

IX. Termination for Cause by the City

If Workforce Solutions defaults under this Agreement, the City may either terminate this Agreement or allow Workforce Solutions to cure the default as provided below. The City's right to terminate this Agreement for Workforce Solutions's default is cumulative of all rights and remedies which exist now or in the future. Default by Workforce Solutions occurs if:

1. Workforce Solutions fails to perform any of its material duties under this Agreement;
2. Workforce Solutions becomes insolvent;
3. All or a substantial part of Workforce Solutions's assets are assigned for the benefit of its creditors; or
4. A receiver or trustee is appointed for Workforce Solutions.

If a default occurs, the City may, but is not obligated to, deliver a written notice to Workforce Solutions describing the default and the termination date. The City, at its sole option, may extend the termination date to a later date. If the City allows Workforce Solutions to cure the default and Workforce Solutions does so to the City's satisfaction before the termination date, then the termination is ineffective. If Workforce Solutions does not cure the default before the termination date, then the City may terminate this Agreement on the termination date. Workforce Solutions shall have 60 days to cure, prior to being found in default.

To effect final termination, the City must notify Workforce Solutions in writing. After receiving the notice, Workforce Solutions shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement.

X. Termination for Convenience by Workforce Solutions

Workforce Solutions may terminate this Agreement at any time by giving 30 days written notice to the City. Workforce Solutions's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

XI. Termination for Cause by Workforce Solutions

Workforce Solutions may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Workforce Solutions wishes to terminate the Agreement, then Workforce Solutions must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Contact Person for the City receives notice. Workforce Solutions, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Workforce Solutions may terminate its performance under this Agreement on the termination date. The City shall have 30 days to cure.

XII. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

XIII. Relationship of the Parties

Workforce Solutions shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

XIV. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

XV. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is Harris County, Texas.

XVI. Captions

Captions contained in this Agreement are for reference only, and therefore have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

XVII. Non-Waiver

If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval of any part of Workforce Solutions's performance, by the Contact Person, or by any other employee or agent of the City, does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Contact Person is not authorized to vary the terms of this Agreement.

XVIII. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Workforce Solutions shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Consultant's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

XIX. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

XX. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Workforce Solutions only.

XXI. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment as set out in the following section. This Agreement does not create any personal liability on the part of any employee, officer, or agent of the City.

XXII. Assignments

Workforce Solutions shall not delegate any portion of its performance under this Agreement without the City's prior written consent.

XXIII. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future consistent with this Agreement. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, effective as of the date countersigned by the City Controller of the City of Houston.

APPROVED:

**WORKFORCE SOLUTIONS
GULF COAST WORKFORCE BOARD**

**CITY:
THE CITY OF HOUSTON**



Mike Temple
Workforce Solutions
Gulf Coast Workforce Board

Mayor Annise Parker

ATTEST:


ATTEST:

By: _____
Corporate Secretary or Notary Public

By: _____
City Secretary

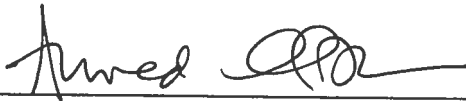
Federal Tax Identification No: _____

APPROVED:



Director, Department of Neighborhoods

APPROVED AS TO FORM:



Assistant City Attorney
L.D. File No.: 0831400260001

COUNTERSIGNED:

City Controller

Date Countersigned: _____