



CITY OF ALPINE
SPECIAL CITY COUNCIL MEETING – 5:30 P.M.
803 W. Holland Avenue, Alpine, Texas 79830
Tuesday, November 14, 2023

Notice is hereby given that the City Council of the City of Alpine, Texas, will hold a special meeting at 5:30 P.M. on November 14, 2023, in City Council Chambers, at 803 West Holland Avenue, in the City of Alpine, Texas for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act (Government Code Sec. 551.043). **PUBLIC NOTICE – THE USE OF CELLULAR PHONES AND ELECTRONIC EQUIPMENT IS PROHIBITED IN THE CITY COUNCIL CHAMBERS DURING MEETINGS OF THE CITY COUNCIL EXCEPT FOR PURPOSES EXPLICITLY AUTHORIZED BY STATE LAW (TEXAS GOVERNMENT CODE SEC. 551.023).** This meeting will be conducted in accordance with the official Rules of Decorum for City Council Meetings available at www.cityofalpine.com/decorum. Public Comments are limited to agenda items only. Individuals who wish to address the City Council may do so by completing a Public Comment Card and by placing the completed card on the City Secretary’s desk no later than five minutes before the commencement of the meeting. The Public Comment Card may also be completed online at www.cityofalpine.com/councilcomments. A Public Comment Card is not required for speakers who wish to comment on a Public Hearing item. When speakers are acknowledged, please approach the microphone at the podium and state your name and Ward for the record. Public Comments are limited to 3 minutes per person, and a bell will signal the end of each speaker’s time. Please conclude speaker comments promptly when the bell rings. State law generally prohibits the Council from discussing or taking any action on any issue not included on the agenda, but if appropriate, the Council may schedule the topic for future discussion or refer the matter to staff. **NO PERSONAL ATTACKS ON COUNCIL MEMBERS OR CITY STAFF WILL BE ALLOWED.** The Mayor and/or City Council Members may call a point of order to stop personal attacks. If an individual continues to personally attack an elected official or staff member in a meeting, they may be barred.

AGENDA

1. **Call to Order & Pledge of Allegiance to the Flags.**
 2. **Determination of a Quorum and Proof of Notice of the Meeting.**
 3. **Public Comments** – (limited to 3 minutes per person)
 4. **Presentations, Recognitions, and Proclamations** – None.
 5. **Reports** –
 - City Mayor Report.**
 - City Attorney Report** – None.
 - City Manager Report** – None.
 - City Staff Update** – None.
 6. **Public Hearings** – None.
 7. **Consent Agenda** – None.
 8. **Information or Discussion Items** – None.
 9. **Action items to be accompanied by a brief statement of facts, including where funds are coming from, if applicable.** (Action items limited to 10 per meeting).
 1. Approve the interlocal agreement between the Alpine Independent School District (AISD) and the City of Alpine for financial support of a child care facility. (M. Antrim, City Manager)
 10. **City Council Member Comments** – No discussion or action may take place.
- NOTICE:** The City Council reserves the right to reconvene, recess, realign, change the order of business, or adjourn into Executive Session at any time during the course of the meeting prior to adjournment, to discuss any item listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (development).
11. **Executive Session** – None.
 12. **Action – Executive Session** – None.
 13. **Adjourn.**

NOTICE: In compliance with the Americans with Disabilities Act, the City of Alpine will provide reasonable accommodations for persons attending meetings. This facility is wheelchair accessible, and accessible parking space is available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Office of the City Secretary at (432) 837-3301, option 1, or email city.secretary@cityofalpine.com for further information.

CERTIFICATION

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com/agenda pursuant to Section 551.043, Texas Government Code. The said notice was posted by 4:00 P.M. on Thursday, November 9, 2023, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.


Geoffrey R. Calderon, City Secretary





CITY COUNCIL
MEETING AGENDA ITEM COVER MEMO
NOVEMBER 14, 2023

To: Honorable Mayor and City Council
Agenda Item: 1 – Alpine Independent School District Child Care Donation
Agenda Sponsor: M. Antrim, City Manager

SYNOPSIS

Approve Interlocal Agreement between the Alpine Independent School District (AISD) and the City of Alpine for financial support of a child care facility. (M. Antrim, City Manager)

BACKGROUND

- Alpine Independent School District (AISD) over the past year has worked to establish and open a child care facility to assist with the shortage of child care options within the City.
- The facility is located within their Administration Offices on Sul Ross Street.
- Additional Information:
 - **Child Care Center Budget** - Summary attached. This doesn't include any of the donations / grant offset that will allow us to mitigate the financial losses and drive down the per day cost for families.
 - **Number of children in the facility** - 15 so far, with 3 more enrolling in the next few weeks. AISD anticipates more children enrolling once we can drop the per day amount (using these matching grant funds).
 - **Number of employees** - Currently 6. At full capacity (~50 children), staffing will include 12 employees.
 - **Current rate** (daily, weekly, monthly) - \$40/day (including meals)
 - **Impact of Financial Support** - With \$250,000 in donations, matched by \$250,000 from WSB/TWC, AISD can possibly drop the daily rate down to \$20/day, maybe even \$15/day without a deficit. This will be a huge blessing for our community!
- Currently, AISD has procured the following donations:
 - \$100,000 -- BBRMC
 - \$50,000 -- Brewster County
 - \$15,000 -- SRSU (matched by \$15,000 from PBAF)
 - PBAF has committed to match up to \$35,000 from the City of Alpine.

Total donations so far: \$180,000 (plus the potential for an additional \$35,000 from PBAF)

A \$25,000 donation from the City of Alpine would be doubled by PBAF, then that \$50,000 amount would be matched by the WSB/TWC grant. So, a \$25,000 donation from COA would result in \$100,000 in funds for ACDC (a 3:1 return on investment for the City).

Similarly, a \$35,000 donation from the City would result in a \$140,000 investment in ACDC (after the match from PBAF and again from the TWC/WSB grant).

SUPPORTING MATERIALS

1. Interlocal Agreement
2. Child Care Center Budget
3. TWC Donation Form

STAFF RECOMMENDATION

APPROVE

**Interlocal Agreement
between
The City of Alpine,
Texas
and
Alpine Independent School District**

This Interlocal Agreement (“Agreement”) is agreed and entered into by and between the City of Alpine (“City”) and the Alpine Independent School District (“District”), and collectively referred to as the “Parties” or individually referred to as “Party”, and is effective the date of final signature (“Effective Date”).

WHEREAS, the Alpine City Council has recognized the need for resources that could provide opportunities to maintain and continue high-quality affordable child care services;

WHEREAS, the Alpine Independent School District has established and opened a child care facility for the public to utilize where other options were not available.

WHEREAS, the City Council has found and determined that the services (child care) being provided to the community fulfill a valid public purpose, and that the value of such services exceed the funding that is to be provided by the City under this agreement; and

WHEREAS, the City and the Alpine Independent School District desire to enter into an Agreement whereby Alpine Independent School District will provided child care assistance to the Alpine community and others as referred by the City;

NOW THEREFORE, City and District agree as follows:

1. Purpose: The purpose of this Agreement is to establish the terms and conditions under which the City and District will collaborate for the provision for financial support for expenses to maintain childcare options for Alpine residents.
2. Term of Agreement: This agreement shall commence on November 14, 2023 and end September 30, 2024.
3. Amendment: Unless specifically provided otherwise in this Agreement, any

change to the terms of this Agreement shall be in writing and signed by the Parties.

4. District Responsibilities:

- Coordinate, Organize, maintain and operate a child care facility and any associated activities.
- Alpine Independent School District shall operate the child care facility with its own approved policies, as well as all City, Federal and State laws and regulations

5. City Responsibilities: City Agrees to provide \$25,000.00 to the Alpine Independent School District to utilize for the coordination, organization, maintenance and operations of a child care facility.

6. Entire Agreement: All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement have been reduced to writing and are contained in this Agreement.

7. Termination: This agreement may be terminated by either Party by giving ten (10) days written notice of such termination and the effective date of the termination, addressed to the following:

If to District: Dr. Michelle Reinhart
Superintendent of Schools
Alpine Independent School District
704 W Sul Ross
Alpine, Texas 79830
432-837-7700

If to City: Megan Antrim
City Manager
City of Alpine
100 N 13th Street
Alpine, Texas 79830
432-837-3301

8. Indemnification: The District and City agree to be solely responsible for their own acts and/or omissions for any claim, cost, liability, loss, damage or expense of any kind, including the legal defense thereof (collectively, the “Damages”) that either party may incur arising out of or related to this Agreement, including, but not limited to, the acts and/or omissions of their respective officers, employees, contractors or agents in the performance of their duties and obligations hereunder. Nothing contained herein shall be construed to require either party to indemnify or otherwise assume liability for any Damages or the acts and/or omissions of the other party, its affiliated entities, shareholders, officers, employees, contractors or agents

9. Non-Appropriation: The execution or continuation of this Agreement is dependent upon the availability of funding. The payment obligation of either party is payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. The parties will each provide the other party written notice of their failure to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit a party to pay its obligations under the Agreement. In the event of non-appropriation or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the party unable to meet its payment obligation.

Signed this 14th Day of November, 2023. Signed this _____ of November, 2023.

CITY OF ALPINE, TEXAS

ALPINE INDEPENDENT
SCHOOL DISTRICT

Catherine Eaves
Mayor

Michelle Rinehart
Superintendent

Alpine Child Development Center Budget Summary

Expenditures	Amount					Notes
	Based on Enrollment of ___ Children					
Budget Item	15	20	30	50		
Salary & Benefits: Child Care Leads	\$68,040.00	\$68,040.00	\$102,060.00	\$170,100.00		
Salary & Benefits: Child Care Assistants	\$50,880.00	\$76,320.00	\$76,320.00	\$127,200.00		
Salary & Benefits: Directors	\$94,164.00	\$94,164.00	\$94,164.00	\$94,164.00		
Supplies & Materials	\$18,000.00	\$24,000.00	\$36,000.00	\$60,000.00		
Meals	\$16,200.00	\$21,600.00	\$32,400.00	\$54,000.00		
Building Lease	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00		
Fiscal Agent Fee	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
TOTAL	\$261,284.00	\$298,124.00	\$354,944.00	\$519,464.00		
Revenue	Amount					Notes
Based on Enrollment of ___ Children						
Budget Item	15	20	30	50		
Child Care Fees (\$40/day)	\$141,000.00	\$188,000.00	\$282,000.00	\$470,000.00		
TOTAL	\$141,000.00	\$188,000.00	\$282,000.00	\$470,000.00		
Net Budget	Amount					Notes
Based on Enrollment of ___ Children						
Revenue	15	20	30	50		
Revenue	\$141,000.00	\$188,000.00	\$282,000.00	\$470,000.00		
Expenditures	\$261,284.00	\$298,124.00	\$354,944.00	\$519,464.00		
TOTAL	-\$120,284.00	-\$110,124.00	-\$72,944.00	-\$49,464.00		

NAME OF DONOR/INVESTMENT PARTNER	
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INVESTMENT PARTNER DONATION AMOUNT	
DONATION	\$

The donor identified above pledges the Partner Donation which will entitle the Board to access state matching Child Care and Development Funds (CCDF) for the Child Care Investments Partnership (CCIP) program. The Partner Donation may also be used by the Texas Workforce Commission (TWC) to draw down additional federal funds (should additional federal matching funds be made available to Texas). The Partner Donation will be matched by CCDF in the form of a grant by TWC. The Partner Donations will be used for the provision of allowable CCIP child care quality improvement services or activities in the following local workforce development area(s) (workforce area): (name of workforce area(s)).

All parties understand and agree that this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission (Commission).

SIGNATURES: The individual signing this agreement on behalf of the donor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective _____, and continuing through _____.

	INVESTMENT PARTNER/DONOR	LOCAL WORKFORCE DEVELOPMENT BOARD
Signature		
Printed Name		
Title		
E-mail Address (optional)		

Child Care Investments Partnership Donation Agreement

GENERAL AGREEMENT TERMS

SECTION 1: Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code (USC) §9801 et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations (CFR) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

SECTION 2: For donations from a private entity to TWC, the donor, by executing this agreement, certifies that pursuant to Labor Code §301.021(b)–(d) and Texas Government Code §575.005:

- a. the donor is not party to an administrative proceeding before the Commission.
 - (i) Under Texas Government Code §575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code §2001.003, that is, “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
 - (ii) Before accepting this agreement, TWC will verify whether the private entity donor is party to an administrative proceeding before the Commission. If the private entity donor is, or becomes a party to, an administrative proceeding before the Commission before the Commission's acceptance of this agreement, Texas Labor Code §301.021(b) and Texas Government Code §575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code §2001.144.
- b. If the donor is a for-profit entity, the donor does not currently:
 - (i) have a contract with TWC for services or products of a value of \$50,000.00 or greater; or
 - (ii) have a bid in response to a request for proposal for such contract before TWC.

This condition does not apply to a contract or bid that relates only to providing child care services.

- c. Upon execution of this agreement, the donor understands that pursuant to Texas Labor Code §301.021(d), the donor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the donor, unless the contract or bid relates only to providing child care services.

Child Care Investments Partnership Donation Agreement

SECTION 3: The donor agrees as follows:

- a. Cash donations remitted by the donor must be made payable to the “Texas Workforce Commission” and submitted to TWC.
- b. To keep and make available to TWC or the Board upon request, records adequate to show that the donated funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of: 1) the period specified by the Board’s record retention policies for such records, 2) seven years after the end date of this agreement, or 3) until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.

SECTION 4: The Board and the donor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC’s three-member Commission.
- b. donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution.
 - (ii) do not revert to the donor’s facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by TWC;
 - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
 - (vi) shall be subject to federal reporting; entities shall provide to the Board and TWC, upon request, data needed for federal reporting purposes.
- c. That the Board will administer the Partner Donation in accordance with the CCIP project approved by TWC, including quarterly reporting of grant activities and expenditures to both TWC and the Donor Partner.
- d. To comply with federal regulations in 45 CFR §98.55, relating to matching fund requirements, and 45 CFR §98.56, relating to restrictions on the use of funds.
- e. If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

Child Care Investments Partnership Donation Agreement

CHILD CARE INVESTMENTS PARTNER DONATION INFORMATION

A. BOARD INFORMATION:

Board Name:		
Board Address:		
Board Staff Contact Name:	Phone:	Fax:
E-mail Address:		

B. DONOR INFORMATION:

Donor Name:		
Donor Address:		
Type of Entity:		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Donor or Donor's Fiscal Agent:		
Donor Contact Name:	Phone:	Fax:
E-mail Address:		

C. ORIGINATING AGREEMENT INFORMATION:

Pledged Investment Partner Donation (from Private Entity) Amount: \$	
The donor voluntarily agrees and allows that that the Investment Partner Donations may be used to secure additional federal match funds. Additional federal match funds will be used at the discretion of the Commission (Check if agree.)	<input type="checkbox"/> Agree
Program Number:	
Did a Board Member assist in securing this investment partner agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO	
• If yes, Name of Board Member:	
• How did the Board Member assist?	

Child Care Investments Partnership Donation Agreement

D. USE OF FUNDS DESCRIPTION:

The planned use of funds, including planned amounts, is described below. Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned use of local funds resulting from donation agreements.

Fund Use		Planned Local (\$)
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under the application guidelines and the final CCIP grant. Source of Local Funds: _____	\$
Administration and Operations	The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies.	\$
TOTAL	Total planned funds resulting from donations	\$

2. Please check planned activity (or activities) that will be funded:

Allowable Activities	Check Planned Activity
Child Care Apprenticeship - Develop an Early Childhood Apprenticeship Program or Pre-Apprenticeship Program; funds could be used to assist with program development, to pay for the classroom training, or to support stipends for apprentices.	<input type="checkbox"/>
Home-based Child Care - Invest in home-based child care providers -- this could include professional development, access to grants/materials, business infrastructure for administrative functions, building or supporting a Family Child Care Network, or investing to improve the quality of care provided in Family Child Care settings.	<input type="checkbox"/>
Public-private Prekindergarten Partnerships - Develop pre-k partnerships – this could include funding temporary staff or contracting with an entity to assist in the development of partnerships, the provision of targeted coaching to help programs become “partnership ready”, outreach to school districts, and more.	<input type="checkbox"/>
Business Support for child care programs – consider strategies that support business needs of child care providers, which could include the support or expansion of a Shared Services Alliance, assistance with tax preparation, or business mentoring	<input type="checkbox"/>
Child Care Worker Wage Supplementation or Stipends – Consider projects that incentivize retention, training or education.	<input type="checkbox"/>
Emergency Response/Recovery – which may include social emotional supports to child care staff or children or grants to programs who have increased expenses and reduced income due to disaster emergencies.	<input type="checkbox"/>
Program Capacity Expansion – funding materials and resources to open new child care facilities or classrooms, as long as funds do not revert to the donor's facility or use.	<input type="checkbox"/>
Research Studies that support child care quality improvement – funding locally targeted studies, which may include local needs assessments, supply/demand analysis, or cost of quality studies.	<input type="checkbox"/>
Other Strategic Quality Improvement Activities (subject to approval by TWC)– Boards may submit applications for other quality improvement activities that support the strategic advancement of quality improvement efforts, subject to review and approval by the Agency.	<input type="checkbox"/>

Child Care Investments Partnership Donation Agreement

**JOINT CERTIFICATION OF FUNDS
DONATED TO THE TEXAS WORKFORCE COMMISSION
FROM PRIVATE SOURCES**

Name of Donor: _____

The Donor named above contributes funds in the amount of \$ _____ to TWC to be used as state matching funds to draw down available federal matching funds as authorized in CCDF regulations at 45 CFR §98.55(e)(2).

By signing below, the Donor and TWC certify that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match;
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

DONOR'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

TWC'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

➤ *Please call the Board's assigned contract manager if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.*