KD/vv
03/31/16
Item #16

AN ORDINANCE **2016-03-31-0226**

AUTHORIZING THE SUBMISSION OF AN AMERICORPS VISTA GRANT RENEWAL APPLICATION TO THE CORPORATION OF NATIONAL AND COMMUNITY SERVICE, AND ACCEPTANCE OF THE GRANT, IF AWARDED, FOR THE PERIOD OF MAY 29, 2016 THROUGH MAY 28, 2017; AUTHORIZING A CASH MATCH OF $23,352.00; AND AUTHORIZING AGREEMENTS FOR THE ASSIGNMENT OF 3 VISTA MEMBERS WITH THE SAN ANTONIO TRICENTENNIAL COMMISSION AND P16 PLUS COUNCIL OF GREATER BEXAR COUNTY.

* * * * *

WHEREAS, the Corporation for National and Community Service (CNCS) is a federal agency that places AmeriCorps VISTA members (VISTAs) to serve full-time for a year in anti-poverty organizations that direct projects, supervise the VISTAs, provide administrative support, and may provide a financial match of 20% of the VISTAs living allowance; and

WHEREAS, on April 3, 2014 the City accepted, through Ordinance No. 2014-04-03-0204, the CNCS award to the City, as project manager, of up to 10 VISTA positions, and that grant has since been renewed through May 28, 2016; and

WHEREAS, for a project period through May 28, 2017, in which 1 VISTA Leader and 10 VISTA members are placed, collectively, in 3 City departments and Pre-K 4 SA, P16 Plus Council of Greater Bexar County and the San Antonio Tricentennial Commission, the Department of Human Services must submit a renewal application to CNCS by March 31, 2016; **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 Human Services (DHS) or her designee, is authorized to (1) submit an AmeriCorps VISTA grant renewal application to the Corporation of National and Community Service (CNCS), (2) accept upon award the in-kind AmeriCorps VISTA member (VISTA) services, (3) provide a cash match of up to $23,352.00 for the period of May 29, 2016 through May 28, 2017, and (4) execute any and all documents necessary to effectuate said application and acceptance. A copy of the renewal grant application is incorporated herein for all purposes and is on file with DHS.

SECTION 2. The City Manager or her designee, or the Director of DHS or her designee, is further authorized to execute agreements with the San Antonio Tricentennial Commission, the recipient of one VISTA, and P16 Plus Council of Greater Bexar County, the recipient of 2 VISTAs, and to execute amendments, if necessary, for the benefit of the program. The acceptance of up to $2,335.20 from San Antonio Tricentennial Commission for its portion of the City's cash match is hereby approved. A copy of the agreements in substantially final form are attached hereto and incorporated herein for all purposes as **Attachment I** and **II.**

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SECTION 3. If awarded, acceptance of additional VISTAs or in-kind services, provision of the associated cash match, and acceptance of additional funds from subrecipients for their portions of the cash match, are hereby authorized.

SECTION 4. Upon acceptance of this award, new funds and internal order numbers will be created, upon which the award amount will be appropriated from the Department of Human Services. The proposed budget, which is attached hereto and incorporated herein for all purposes as **Attachment III**, is approved and adopted for entry in the City books.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 31st day of March, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**16 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24)**
Date:	03/31/2016
Time:	09:12:22 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing submission of an AmeriCorps VISTA grant renewal application to the Corporation of National and Community Service, and acceptance if awarded, for the period of May 29, 2016 through May 28, 2017; authorizing a cash match of $23,352.00; and authorizing agreements for the assignment of VISTA members with the San Antonio Tricentennial Commission and P16 Plus Council of Greater Bexar County. [María Villagómez, Assistant City Manager; Melody Woosley, Director, Human Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

Attachment I

AGREEMENT BETWEEN THE CITY OF SAN ANTONIO DEPARTMENT OF HUMAN SERVICES AND THE SAN ANTONIO TRICENTENNIAL COMMISSION

This agreement ("Agreement") between the City of San Antonio ("City") Department of Human Services ("DHS") and San Antonio Tricentennial Commission (hereafter referred to as "Tricentennial"), each individually referred to herein as "Party" and collectively referred to herein as "Parties," as authorized by City Council on March 17, 2016 pursuant to Ordinance No. _____, sets forth the Parties' understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service's ("CNCS") AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§4951 *et seq.*) ("the Act").

PURPOSE

The primary purpose of this Agreement is for DHS to provide Tricentennial with one (1) AmeriCorps VISTA member ("VISTA") to perform volunteer service to support the work of the Tricentennial to plan and implement the **"300 Days of Service"** (the "Program or "Project") component of the City's 300th birthday in 2018, as specified in the City's project application to CNCS. As a component of the Project, the VISTA will work with Tricentennial to increase community engagement in close coordination with the DHS and Tricentennial program managers.

Neither CNCS nor the AmeriCorps VISTA program is a party to this Agreement.

I. GENERAL PROVISIONS

1. Term

This Agreement is effective on the date of March 17, 2016 and shall remain in effect for one year, unless earlier terminated in writing by either or both of the Parties. The Parties shall have the option to renew this Agreement for two additional one-year periods, subject to City's award of the grant from CNCS for the Project. DHS may immediately terminate, or may terminate with written notice that specifies an effective date of termination, this Agreement if directed by CNCS, if funding for the Project is reduced or terminated by CNCS or by City Council, or Tricentennial fails to comply with any of this Agreement's terms.

2. Status of Tricentennial and VISTA Members during Service

a. VISTAs, in the course of their volunteer service, shall not be considered employees of either Tricentennial or City. Because members serve under the authority of federal

statute, their rather limited employment relationship is with the federal government, not Tricentennial or the City, and is governed by federal law, not state law. A VISTA is a federal resource on loan to a local organization. VISTAs are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically members are considered federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by CNCS to VISTAs are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

b. Further, Tricentennial understands and agrees that Tricentennial is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of City, and that Tricentennial is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that City shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto. Tricentennial understands and agrees that City shall not be liable for any claims which may be asserted by VISTAs or any third party occurring in connection with the services performed under this Agreement, and that Tricentennial has no authority to bind City.

II. STATEMENT OF WORK

Tricentennial shall adhere to the Statement of Work below, including the description of the work to be performed, and the budget submitted by the City and/or DHS to CNCS for the Project.

Tricentennial shall assign its VISTA to the Project, supervising and managing them in their performance of the following duties, among others related to the Project:

1. Best Practices & Design
   - Research, organize and develop a best practices approach in the development of a comprehensive, city-wide, community service Program for the year 2018
   - Research best practices on large scale, service oriented projects involving multiple organizations across the community
   - Develop and design programming scope, coordinate with stakeholders, including service initiative subcommittee
   - Leverage asset-based community development practices in working with organizations to develop capacity building service opportunities

2. Call for volunteers
   - Extensive marketing and outreach of Project

- Outreach to all age and socioeconomic demographics, with an emphasis of recruiting volunteers from neighborhoods near the project sites to increase community ownership and investment in the outcomes and sustainability of the projects
- Coordinate and assign individuals to identified projects based on need and demand

3. Service Year Implementation
   - Implement the programming of the Project
   - Coordinate with multiple agencies and community organizations to fulfill service project
   - Evaluate impact of each project the impact of the Program
   - Develop a mechanism to obtain feedback from partners who refer patients for participation in self-management workshops, implement survey, analyze results, and present recommendations for improved partner relationships

III. COMPENSATION BY TRICENNTENIAL

1. In consideration of the assignment and work of one (1) VISTA placed with Tricentennial, Tricentennial agrees to, **on or before May 30, 2017**, (a) pay City no less than **$2,335.20**, which is the amount equal to Tricentennial's share of the City's cash match to CNCS, at the following address and to the attention of: City of San Antonio, Finance Department, PO Box 839975, San Antonio, TX 78283, or (b) transfer funds in the amount of **$2,335.20**, to the City's Grant Fund Account for the VISTA AmeriCorps Program FY 2016, IO _____, GL _____, at which time Tricentennial shall notify DHS of the transfer of funds in accordance with this Agreement.

2. Neither City nor DHS shall be obligated or liable under this Agreement to any party, including any VISTA, for payment of any monies for provision of any goods or services.

IV. RECORDS, REPORTING & PUBLIC INFORMATION

1. Tricentennial shall maintain such records and accounts, and make such reports and investigations concerning matters involving VISTAs and the Project as City may require. Tricentennial agrees to retain such records as the City may require for a period of three years after completion or termination of the Project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to City for the purpose of litigation, audit or examination.

2. Tricentennial shall submit Program / Project Progress Reports within the time frame required by the City, so that the City meets its reporting obligations under the Project application to CNCS.

3. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental

body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Tricentennial receives inquiries regarding documents within its possession pursuant to this Agreement, Tricentennial shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, Tricentennial shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Tricentennial's receipt of such request

4. In accordance with Texas law, Tricentennial acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code, created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds, are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Tricentennial agree that no such local government records produced by or on the behalf of Tricentennial pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Tricentennial. Tricentennial also acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Tricentennial further agrees to turn over to City all such records upon termination of this Agreement.

V. RESPONSIBILITIES OF THE PARTIES

1. **DHS Responsibilities**. DHS will:

   a. Facilitate the selection and assignment of one (1) VISTA to Tricentennial at its discretion and assign replacements, as directed by CNCS, for any VISTA who resigns, transfers to other projects or is terminated.

   b. Provide technical assistance to Tricentennial in planning, development, and implementation of the Project, if requested by Tricentennial.

   c. Periodically review and assist Tricentennial's use of VISTA(s) to achieve the objectives and perform the task(s) specified in the Statement of Work.

   d. Promptly respond to written requests by Tricentennial to move any VISTA from the Program in accordance with the AmeriCorps VISTA program's policies and procedures made available by CNCS to Project participants during upcoming training.

   e. Coordinate the collection of progress reports from Tricentennial, the submission of which is required by CNCS.

2. **Tricentennial Responsibilities**. Tricentennial will:

   a. Assist in the recruitment of applicants for one (1) VISTA position.

b. Arrange and be responsible for providing on-site orientation and training for all incoming VISTA(s) within the first month of their service.

c. Assist in the provision of pre-service and in-service training, as specified in the City's Project application to CNCS.

d. Operate the Program, and ensure that all VISTA resources are used to carry out the Program as a component of the Project, in accordance with the provisions of the Act, applicable AmeriCorps VISTA program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the AmeriCorps VISTA program. Subrecipient understands and agrees that it may be held financially responsible to CNCS for inappropriate use of VISTA resources.

e. Provide on-the-job transportation and other Program support, including mileage reimbursement or VIA bus passes for AmeriCorps VISTA member(s) for travel during work hours, and other support as specified in the Project application to CNCS.

f. Make every reasonable effort to ensure that the health and safety of VISTAs are protected during the performance of their assigned duties. Tricentennial shall not assign or require VISTAs to perform duties which would jeopardize their safety or cause them to sustain injuries.

g. Indicate to DHS the actual departure date(s) of any VISTA(s) who leave prior to completion of service date(s).

h. Allow VISTAs opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster. All AmeriCorps VISTA program policies, terms and conditions remain in effect and benefits and protections afforded and provided to VISTAs and City and Tricentennial shall continue while on special disaster relief assignment as if the VISTA(s) is/are in traditional service with Tricentennial.

i. Allow VISTAs to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the VISTAs are in service.

j. Report to DHS, within 24 hours, the unscheduled departure of any VISTA(s), and otherwise keep DHS timely informed of unscheduled changes of status and conditions of VISTA(s), such as arrests, hospitalization, and absence without leave.

k. Submit Program / Project Progress Reports within the time frame required by DHS for reporting to CNCS.

3. **Nondiscrimination**

   a. **General Prohibition**

The parties understand and agree to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code. No person with responsibilities in the operation of the Project, whether affiliated with City or Tricentennial, shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the Project, and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein

b. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. Tricentennial must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

(1) Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether Tricentennial, its agents or supervisory employees should have known of the acts.
(2) Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
(3) Acts of sexual harassment toward fellow VISTA s or non-employees, where City or Tricentennial, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

4. Delegation and Subcontracting

Tricentennial is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. VISTAs may not be assigned by Tricentennial to perform duties with other public or private non-profit agencies or organizations.

5. Supplemental Payments Prohibited

Monetary subsistence allowances provided to VISTAs are designed to permit VISTAs to live at or below the economic level of the persons served, as required by law. City and Tricentennial are strictly prohibited from supplementing these allowances and must ensure that others do not do so.

6. Prohibitions of Use of CNCS Assistance by DHS and Tricentennial

DHS and Tricentennial both agree that no VISTA assigned to Tricentennial, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

a. Partisan and non-partisan political activities associated with a candidate, including voter registration.

b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.

c. Labor or anti-labor organization or related activities.

d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

7. **Compliance**

The parties shall provide and perform all services under this Agreement in compliance with all applicable federal, state, and local laws, rules and regulations. It is understood and agreed by the parties hereto, that changes in federal, state, and local rules, regulations or laws applicable hereto may occur during the Term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

8. **DHS and Tricentennial further agree not to:**

a. Carry out the Project resulting in the identification of such Project with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.

b. Assign VISTAs to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.

c. Accept or permit the acceptance of compensation from VISTA(s) or from beneficiaries for the services of VISTA(s).

d. Approve the involvement of any VISTA assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

VI. COMPLIANCE

The Parties understand that the VISTA(s) provided have been made available to the City by CNCS and will observe and comply with the Memorandum of Agreement and Amendment, as applicable, between the City and CNCS attached hereto and incorporated herein for all purposes as **Attachment I.** Further, the Parties understand that they may be held financially responsible to CNCS for inappropriate use of VISTA resources.

VII. INSURANCE

1. Prior to the commencement of any work under this Agreement, Tricentennial shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Department of Human Services, which shall be clearly labeled "*Tricentennial VISTA*

Project" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Department of Human Services. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

2. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

3. Tricentennial's financial integrity is of interest to the City; therefore, subject to Tricentennial's right to maintain reasonable deductibles in such amounts as are approved by the City, Tricentennial shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Tricentennial's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operationsb. b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

4. Tricentennial agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverages required of Tricentennial herein, and provide a certificate of insurance and endorsement that names Tricentennial and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Tricentennial. Tricentennial shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Agreement for all purposes.

5. As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements Tricentennial shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Tricentennial shall pay any costs incurred resulting from provision of said documens.

City of San Antonio
Attn: Department of Human Services
P.O. Box 839966
San Antonio, Texas 78283-3966

6. Tricentennial agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
   - Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
   - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
   - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and
   - Provide advance written notice directly to City of any suspension or, non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

7. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Tricentennial shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Tricentennial's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

8. In addition to any other remedies the City may have upon Tricentennial's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Tricentennial to stop work hereunder, and/or withhold any payment(s) which become due to Tricentennial hereunder until Tricentennial demonstrates compliance with the requirements hereof.

9. Nothing herein contained shall be construed as limiting in any way the extent to which Tricentennial may be held responsible for payments of damages to persons or property resulting from Tricentennial's or its subcontractors' performance of the work covered under this Agreement.

10. It is agreed that Tricentennial's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

11. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

12. Tricentennial and any subcontractors are responsible for all damage to their own equipment and/or property.

VIII. INDEMNITY

1. **Tricentennial covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Tricentennial activities under this Agreement, including any acts or omissions of Tricentennial, any agent, officer, director, representative, employee, consultant or subcontractor of Tricentennial and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT TRICENTENNIAL AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER LAW.**

2. **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

3. **Tricentennial shall advise the City in writing within 24 hours of any claim or demand against the City or Tricentennial known to Tricentennial related to or arising out of Tricentennial's activities under this Agreement.**

IX. NOTICE

Any notice required, permitted or appropriate under this Agreement shall be deemed sufficient, if in writing, and if delivered in person, by mail or via email, between the Parties at the respective addresses set forth below.

DHS
Department of Human Services
Attn: AmeriCorps Program Manager
106 St. Mary's Street, 7th Floor
San Antonio, Texas 78205

Tricentennial
San Antonio Tricentennial Office
Attn: Special Projects Manager
101 S Santa Rosa Avenue
San Antonio, TX 78207

X. VENUE AND GOVERNING LAW

ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS AGREEMENT SHALL BE IN BEXAR COUNTY, TEXAS.

XI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. No other agreements, oral or otherwise regarding the matters of this Agreement shall be deemed to exist or to bind the parties unless same is executed in accordance with Article XI.

[Remainder of page intentionally left blank]

XII. AMENDMENTS

This Agreement may be amended at any time, in writing, and must be executed by authorized representatives of both Parties.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date.

EXECUTED this day of _____, 2016.

DHS

Department of Human Services

BY: _____
Melody Woosley
Director

Date: _____

TRICENTENNIAL

San Antonio Tricentennial Office

BY: _____
Edward Benavides
Chief Executive Officer

Date: 2/12/16

APPROVED AS TO FORM:

_____
Assistant City Attorney

ATTACHMENT I

[Insert the Agreement between City and CNCS once received]

Attachment II

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF SAN ANTONIO
AND
P16 PLUS COUNCIL OF GREATER BEXAR COUNTY

This Memorandum of Agreement ("Agreement") between the City of San Antonio, a Texas municipal corporation (hereafter referred to as "City,") acting by and through its Director of the Department of Human Services, and P16Plus Council of Greater Bexar County (hereafter referred to as "Subrecipient"), as authorized by City Council on March 17, 2016 pursuant to Ordinance No. _____, sets forth the parties' understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service's ("CNCS") AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§4951 *et seq.*), hereinafter referred to as "the Act".

PURPOSE

The primary purpose of this Agreement is for the City to provide Subrecipient with two (2) AmeriCorps VISTA members to perform volunteer services to ensure community support towards the **My Brother's Keeper San Antonio Initiative** (hereinafter the "Program" or "Project"), support organization and initiative communications, and assist partner organizations in impacting the six goal areas of the Program, as specified in the City's project application to CNCS. Additionally, the VISTA members will work with Subrecipient to design and implement a community outreach and engagement plan, and to develop and implement an outreach plan to local community organizations and stakeholders.

Neither CNCS nor the AmeriCorps VISTA program is a party to this Agreement.

I. GENERAL PROVISIONS

1. Term

This Agreement is effective on the date of _____, 2016, and shall remain in effect for one year, unless earlier terminated in writing by either or both of the parties. The City shall have the option to renew this Agreement for two additional one-year periods, subject to (a) the City's award of the grant from CNCS for the AmeriCorps VISTA program for the subject renewal term, and (b) the Subrecipient satisfactorily meeting the performance requirements of this Agreement, as solely determined by the City. Each renewal term, along with the initial term, shall be collectively referred to herein as the "Term." The City may immediately terminate, or may terminate with a written notice that specifies an effective date of termination, this Agreement if directed by CNCS, if funding for the Project is reduced or terminated by CNCS or by City Council, or if the Subrecipient fails to comply with any of this Agreement's terms.

2. **Status of Subrecipient and VISTA Members during Service**

   a. AmeriCorps VISTA members, in the course of their volunteer service, shall not be considered employees of either Subrecipient or City. Because members serve under the authority of federal statute, their rather limited employment relationship is with the federal government, not the Subrecipient or the City, and is governed by federal law, not state law. An AmeriCorps VISTA member is a federal resource on loan to a local organization. AmeriCorps VISTA members are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically members are considered federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by CNCS to AmeriCorps VISTA members are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

   b. Further, Subrecipient understands and agrees that Subrecipient is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of City, and that Subrecipient is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that City shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto. Subrecipient understands and agrees that City shall not be liable for any claims which may be asserted by AmeriCorps VISTAs or any third party occurring in connection with the services performed under this Agreement, and that the Subrecipient has no authority to bind City.

II. STATEMENT OF WORK

The Subrecipient shall adhere to the Statement of Work herein, including the description of the work to be performed, and the budget submitted by the City to CNCS for the Project.

Subrecipient shall assign its VISTA member(s) to the Program, supervising and managing VISTA member(s) in their performance of the following duties, among others related to the Program:

1. Increase community engagement
   a. Design and implement a community member survey that will be conducted at each convening or Project presentation. Analyze results and present recommendations for improved community outreach and engagement strategies

b. Support the planning, organizing, and execution of community events, which includes managing budgets, outreach, managing task assignments, and other event planning skills

2. Increase Service Provider/Non-Profit/Government Agencies Engagement
   a. Research and develop a comprehensive list of organizations that impact males of color
   b. Plan and organize targeted outreach events to these organizations
   c. Attend community events to provide information on the Project
3. Communications
   a. Research best practices to increase website traffic, social media engagement, and other communication outlets
   b. Manage the Project's Facebook & Twitter handles
   c. Collaborate with the communications agency and Project leadership to ensure a culturally responsive communications plan
4. Increase engagement of the funding community
   a. Develop and analyze custom data reports with Subrecipient's data director and analyst to fully illustrate the impact of the Project and recommend how to integrate the results into sustainable efforts
   b. Identify potential funding sources, including existing grants, relevant foundations, and/or other funding groups
   c. Develop and implement a customized communications plan for potential and existing funders
   d. Identify and implement stories of success, and highlight the need to raise awareness among the community and potential/existing funders of the Project

III. COMPENSATION BY SUBRECIPIENT TO CITY

1. In consideration of the assignment and work of two (2) AmeriCorps VISTAs placed with Subrecipient, Subrecipient agrees to utilize the VISTAs for the public purpose of engaging and creating opportunities for youth in San Antonio and building healthy relationships within their communities through the Project.

2. City shall not be obligated or liable under this Agreement to any party, including any AmeriCorps VISTAs, for payment of any monies for provision of any goods or services.

IV. RECORDS, REPORTING & PUBLIC INFORMATION

1. The Subrecipient shall maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the Project as City may require. Subrecipient agrees to retain such records as the City may require for a period of three years after completion or termination of the Project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to City for the purpose of litigation, audit or examination.

2. Subrecipient shall submit Program / Project Progress Reports within the time frame required by the City, so that the City meets its reporting obligations under the Project application to CNCS.

3. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Subrecipient receives inquiries regarding documents within its possession pursuant to this Agreement, Subrecipient shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, Subrecipient shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Subrecipient's receipt of such request

4. In accordance with Texas law, Subrecipient acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code, created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds, are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Subrecipient agree that no such local government records produced by or on the behalf of Subrecipient pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Subrecipient. Subrecipient also acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Subrecipient further agrees to turn over to City all such records upon termination of this Agreement.

V. RESPONSIBILITIES OF THE PARTIES

1. **City Responsibilities.** The City will:

   a. Facilitate the selection and assignment of two (2) AmeriCorps VISTA members to the Subrecipient at its discretion and assign replacements, as directed by CNCS, for any AmeriCorps VISTA member who resigns, transfers to other projects or is terminated.

   b. Provide technical assistance to the Subrecipient in planning, development, and implementation of the Project, if requested by Subrecipient.

   c. Periodically review and assist the Subrecipient's use of AmeriCorps VISTA member(s) to achieve the objectives and perform the task(s) specified in the Statement of Work.

   d. Promptly respond to written requests by the Subrecipient to move any AmeriCorps VISTA member from the Program or Project in accordance with the AmeriCorps VISTA

program's policies and procedures made available by CNCS to Project participants during upcoming training.

e. Coordinate the collection of progress reports from Subrecipient, the submission of which is required by CNCS.

2. **Subrecipient Responsibilities**. The Subrecipient will:

a. Assist in the recruitment of applicants to become AmeriCorps VISTAs.

b. Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps VISTA members within the first month of their service.

c. Assist in the provision of pre-service and in-service training, as specified in the City's Project application to CNCS.

d. Operate the Program, and ensure that all VISTA resources are used to carry out the Program as a component of the Project, in accordance with the provisions of the Act, applicable AmeriCorps VISTA program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the AmeriCorps VISTA program. Subrecipient understands and agrees that it may be held financially responsible to CNCS for inappropriate use of VISTA resources.

e. Provide on-the-job transportation and other Program support, including mileage reimbursement or VIA bus passes for AmeriCorps VISTA member(s) for travel during work hours, and other support as specified in the Project application to CNCS.

f. Ensure that the Subrecipient's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA supervisory orientation provided by CNCS or the City.

g. Make every reasonable effort to ensure that the health and safety of AmeriCorps VISTA members are protected during the performance of their assigned duties. The Subrecipient shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

h. Indicate to City the actual departure date(s) of any AmeriCorps VISTA member who leaves prior to completion of the service date.

i. Allow AmeriCorps VISTA member(s) opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster. All AmeriCorps VISTA program policies, terms and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps VISTA member(s) and City and Subrecipient shall continue while on special disaster relief assignment as if the AmeriCorps VISTA member(s) is/are in traditional service with the originally assigned Subrecipient.

j. Allow AmeriCorps VISTA member(s) to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the members are in service.

k. Report to City, within 24 hours, the unscheduled departure of AmeriCorps VISTA member(s), and otherwise keep City timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA member(s), such as arrests, hospitalization, and absence without leave.

l. Ensure that person(s) selected as AmeriCorps VISTA member(s) to serve at the Subrecipient site is/are not related by blood or marriage to Project staff, City or Subrecipient staff, officers or members of the City or Subrecipient's Board of Directors, or responsible CNCS program staff.

m. Submit Program / Project Progress Reports within the time frame required by the City and maintain records in accordance with Article V, Records, Reporting and Public Information, of this Agreement.

n. Establish internal policies and procedures for suspension and termination of AmeriCorps VISTA member(s), and incorporating a process for hearing and resolving disputes if appropriate.

3. **Nondiscrimination**

a. General Prohibition

The parties understand and agree to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code. No person with responsibilities in the operation of the Project, whether affiliated with City or Subrecipient, shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the Project, and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein

b. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Subrecipient must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

(1) Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Subrecipient, its agents or supervisory employees should have known of the acts.

(2) Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.

(3) Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where City or Subrecipient, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

4. **Delegation and Subcontracting**

The Subrecipient is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps VISTA member(s) may not be assigned by the Subrecipient to perform duties with other public or private non-profit agencies or organizations.

5. **Supplemental Payments Prohibited**

Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. City and Subrecipient are strictly prohibited from supplementing these allowances and must ensure that others do not do so.

6. **Prohibitions of Use of CNCS Assistance by City and Subrecipient**

City and Subrecipient both agree that no AmeriCorps VISTA member assigned to the Subrecipient, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

a. Partisan and non-partisan political activities associated with a candidate, including voter registration.

b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.

c. Labor or anti-labor organization or related activities.

d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

7. **Compliance**

The parties shall provide and perform all services under this Agreement in compliance with all applicable federal, state, and local laws, rules and regulations. It is understood and agreed by the parties hereto, that changes in federal, state, and local rules, regulations or laws applicable hereto may occur during the Term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

8. **City and Subrecipient further agree not to:**

a. Carry out the Project resulting in the identification of such Project with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.

b. Assign AmeriCorps VISTA member(s) to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
c. Accept or permit the acceptance of compensation from AmeriCorps VISTA member(s) or from beneficiaries for the services of AmeriCorps VISTA member(s).
d. Approve the involvement of any AmeriCorps VISTA member(s) assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

VI. INSURANCE

1. Prior to the commencement of any work under this Agreement, Subrecipient shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Department of Human Services, which shall be clearly labeled "*P16Plus VISTA Project*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Department of Human Services. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

2. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

3. A Subrecipient's financial integrity is of interest to the City; therefore, subject to Subrecipient's right to maintain reasonable deductibles in such amounts as are approved by the City, Subrecipient shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Subrecipient's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operationsb. b.Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

4. Subrecipient agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverages required of Subrecipient herein, and provide a certificate of insurance and endorsement that names the Subrecipient and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Subrecipient. Subrecipient shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Agreement for all purposes.

5. As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements Subrecipient shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Subrecipient shall pay any costs incurred resulting from provision of said documens.

City of San Antonio
Attn: Department of Human Services
P.O. Box 839966
San Antonio, Texas 78283-3966

6. Subrecipient agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

   - Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
   - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
   - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and
   - Provide advance written notice directly to City of any suspension or, non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

7. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Subrecipient shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Subrecipient's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

8. In addition to any other remedies the City may have upon Subrecipient's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Subrecipient to stop work hereunder, and/or withhold any payment(s) which become due to Subrecipient hereunder until Subrecipient demonstrates compliance with the requirements hereof.

9. Nothing herein contained shall be construed as limiting in any way the extent to which Subrecipient may be held responsible for payments of damages to persons or property resulting from Subrecipient's or its subcontractors' performance of the work covered under this Agreement.

10. It is agreed that Subrecipient's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

11. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

12. Subrecipient and any subcontractors are responsible for all damage to their own equipment and/or property.

VII. INDEMNITY

1. **Subrecipient covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Subrecipient activities under this Agreement, including any acts or omissions of Subrecipient, any agent, officer, director, representative, employee, consultant or subcontractor of Subrecipient and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT SUBRECIPIENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER LAW.**

2. **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

3. **Subrecipient shall advise the City in writing within 24 hours of any claim or demand against the City or Subrecipient known to Subrecipient related to or arising out of Subrecipient's activities under this Agreement.**

VIII. NOTICE

Any notice required, permitted or appropriate under this Agreement shall be deemed sufficient, if in writing, and if delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to City or Subrecipient at the respective address set forth below or to any other address of which written notice of change is given.

City	Subrecipient
Department of Human Services	P16Plus Council of Greater Bexar County
Attn: AmeriCorps Program Manager	Attn: MBKSA Project Manager
106 St. Mary's Street, 7th Floor	1142 E. Commerce, Ste 200
San Antonio, Texas 78205	San Antonio, Texas 78205

IX. VENUE AND GOVERNING LAW

ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS AGREEMENT SHALL BE IN BEXAR COUNTY, TEXAS.

X. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. No other agreements, oral or otherwise regarding the matters of this Agreement shall be deemed to exist or to bind the parties unless same is executed in accordance with Article XI.

XI. AMENDMENTS

This Memorandum of Agreement may be amended at any time, in writing, and must be executed by authorized representatives of both the City and Subrecipient.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date.

CITY OF SAN ANTONIO

BY: _____
Melody Woosley, Director
Department of Human Services

Date: _____

SUBRECIPIENT

BY: _____
Judy K. McCormick, Executive Director
P16Plus Council of Greater Bexar County

Date: 08/14/2016

APPROVED AS TO FORM:

_____
Assistant City Attorney

ATTACHMENT I

[Insert the Agreement between City and CNCS]

Attachment III

FY 2016 Americorps VISTA Grant
Budget for 12 Months Period from May 29, 2016 to May 28, 2017
Internal Order 138000000xxx Americorps VISTA Program 2016-2017

			Budget
	REVENUES		
6500000	In-Kind Revenue	$	(107,484)
6101100	Interfund Transfer In		(23,352)
	TOTAL REVENUES	**$**	**(130,836)**
	APPROPRIATIONS		
5202010	Temporary Services	$	23,352
6501010	In-Kind Salaries		107,484
	TOTAL APPROPRIATIONS	**$**	**130,836**