

AN ORDINANCE 2010-09-30-0845

AUTHORIZING FY 2010 BUDGET AND CONTRACT AMENDMENTS TO THE CHILD CARE DELIVERY SERVICES GRANT BY ACCEPTING ADDITIONAL FUNDING OF \$1,059,227.46 FROM WORKFORCE SOLUTIONS ALAMO (WSA) AND \$500,000.00 IN AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS; ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$47,180,049.00 AND AUTHORIZING AN AGREEMENT WITH WSA FOR THE FY 2011 CHILD CARE SERVICES PROGRAM FOR A TOTAL CHILD CARE SERVICES PROGRAM BUDGET OF \$48,380,049.00 WHICH INCLUDES \$1,200,000.00 IN CITY MATCHING FUNDS; A PERSONNEL COMPLEMENT OF 53 POSITIONS; AND A DELEGATE AGENCY CONTRACT WITH ALAMO AREA DEVELOPMENT CORPORATION IN THE AMOUNT OF \$633,400.00 TO SERVE 11 RURAL COUNTIES IN THE ALAMO WORKFORCE DEVELOPMENT AREA.

* * * * *

WHEREAS, the Child Care Services (CCS) program provides childcare opportunities to working families based on their income; and

WHEREAS, when a family is eligible to participate in the CCS program, the Department of Community Initiatives (DCI) staff assists the family in locating a qualified childcare provider; and

WHEREAS, CCS program funds are used for the CCS child care subsidy; and

WHEREAS, the program currently serves over 12,000 children on a daily basis and the City of San Antonio (COSA) collaborates with over 912 day care providers in the area; and

WHEREAS, eligible parents are required to pay a fee based on a percentage of their income; and

WHEREAS, eligibility for the program is based on Federal Poverty Guidelines which consider the family's size and income; and

WHEREAS, additionally, parents must be working, in training, or attending college and enrolled in a demand occupation to be eligible for child care subsidies; and

WHEREAS, funding for the child care program is provided from Texas Workforce Commission (TWC) to Alamo Workforce Development, Inc. doing business as Workforce Solutions Alamo (WSA); and

WHEREAS, WSA contracts with DCI to administer the program in Bexar County and 11 rural counties surrounding Bexar County; and

WHEREAS, COSA manages the CCS program within Bexar County and the surrounding 11 counties; and

WHEREAS, COSA subcontracts with Alamo Area Development Corporation (AADC) to provide child care services for families and children in the 11 rural counties surrounding Bexar County; **NOW THEREFORE:**

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

SECTION 1. The acceptance of additional funding of \$1,059,227.46 in FY 2010 Child Care Services (CCS) Program funds for the grant period October 1, 2009 through September 30, 2010 from Alamo Workforce Development, Inc. doing business as Workforce Solutions Alamo (WSA) is hereby authorized. The City Manager, or her designee, or the Director of DCI, or her designee is further authorized to execute any and all necessary documents to effectuate said acceptance. Fund 2603938004 entitled "CCDS 2009-10" is hereby designated for the use in the accounting for the fiscal transaction in the acceptance of this grant and the sum of up to \$1,059,227.46 from WSA will be appropriated in said fund. The amended FY 2010 CCS budget, which is attached hereto and incorporated herein for all purposes as **Attachment I**, is approved and adopted for entry in the City books.

SECTION 2. The acceptance of additional funding of \$500,000.00 in American Recovery and Reinvestment Act (ARRA) funds available under the American Recovery and Reinvestment Act for the grant period July 1, 2009 through June 30, 2011 from WSA is hereby authorized. The City Manager, or her designee, or the Director of DCI, or her designee is further authorized to execute any and all necessary documents to effectuate said acceptance. Fund 2301738001 entitled "ARRA Child Care" is hereby designated for the use in the accounting for the fiscal transaction in the acceptance of this grant and the sum of up to \$500,000.00 from WSA will be appropriated in said fund. The amended FY 2010 CCS - ARRA budget, which is attached hereto and incorporated herein for all purposes as **Attachment II**, is approved and adopted for entry in the City books.

SECTION 3. The acceptance of grant funds in the amount of \$47,180,049.00 in FY 2011 CCS funds from WSA and the provision of up to \$1,200,000.00 in City cash matching funds for the grant period October 1, 2010 through September 30, 2011 is hereby authorized. A copy of the FY 2011 CCS grant application is on file with the Department of Community Initiatives. The City Manager, or her designee, or the Director of DCI, or her designee is further authorized to execute any and all necessary documents to effectuate said acceptance. Fund 2603938005 entitled CCS 2011 is hereby designated for the use in the accounting for the fiscal transaction in the acceptance of this grant and the sum of up to \$47,180,049.00 from WSA and \$1,200,000.00 in the City cash match will be appropriated in said fund. The FY 2011 CCS budget of \$48,380,049.00 which includes \$1,200,000.00 in City matching funds, which is attached hereto and incorporated herein for all purposes as **Attachment III**, is approved and adopted for entry in the City books.

SECTION 4. The personnel complement for the FY 2011 CCS grant, attached hereto and incorporated herein for all purposes as **Attachment IV**, is hereby approved.

SECTION 5. The City Manager, or her designee or the Director of the Department of Community Initiatives, or her designee, is authorized to execute a contract with Alamo Area Development Corporation (AADC) in an amount up to \$633,400.00 to provide child care services to 11 rural

counties in the Alamo Workforce Development Area for the period October 1, 2010 through September 30, 2011. A copy of said proposed contract is attached hereto and incorporated herein for all purposes as **Attachment V**. Payment of the above contract remuneration to the AADC is authorized during the period of the above program.

SECTION 6. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, 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.

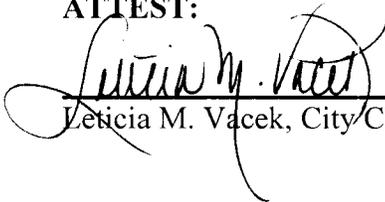
SECTION 7. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 30th day of September, 2010.



M A Y O R
Julián Castro

ATTEST:

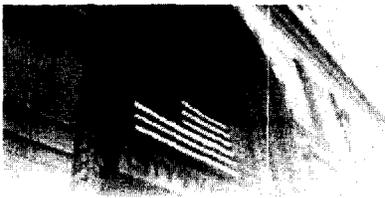


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

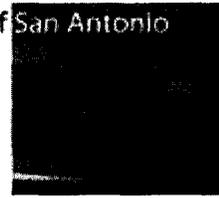


for Michael Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 31

Name:	6, 8, 9, 10, 11, 12, 13, 14, 15A, 15B, 20, 21, 24, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39						
Date:	09/30/2010						
Time:	10:29:12 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing FY 2010 budget and contract amendments to the Child Care Delivery Services grant by accepting additional funding of \$1,059,227.46 from Workforce Solutions Alamo (WSA) and \$500,000.00 in American Recovery and Reinvestment Act (ARRA) funds; accepting grant funds in the amount of \$47,180,049.00 and authorizing an agreement with WSA for the FY 2011 Child Care Services Program for a total Child Care Services Program budget of \$48,380,049.00 which includes \$1,200,000.00 in City matching funds; a personnel complement of 53 positions; and a delegate agency contract with Alamo Area Development Corporation in the amount of \$633,400.00 to serve 11 rural counties in the Alamo Workforce Development Area. [Peter Zanoni, Assistant City Manager; Cindy Schoenmakers, Interim Director, Community Initiatives]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7	x					
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

2010 CHILD CARE SERVICES PROGRAM

October 1, 2009 - September 30, 2010

	BUDGET	+/-	REVISION #2
REVENUES:			
4501100 CCDS Program Operations CFDA 93.xxx	\$ 3,247,178	50,440	\$ 3,297,618
4501100 CCDF- Early Child Care	31,963,725	-	31,963,725
4501100 Federal Match CFDA 93.596	4,576,573	-	4,576,573
4501100 TDFPS - In Home CFDA 93.xxx	2,039,278	593,661	2,632,940
4501100 TDFPS - Foster Care CFDA 93.xxx	1,178,817	219,459	1,398,275
4501100 TDFPS - Other Foster Care CFDA 93.xxx	248,891	41,192	290,083
4501100 TDFPS - Relative Care CFDA 93.xxx	562,859	154,476	717,335
Subtotal Grant	\$ 43,817,321	\$ 1,059,227	\$ 44,876,549
4501100 Local Match (GF Grant Transfer)	\$ 1,200,000	-	\$ 1,200,000
Subtotal (Grant Transfer)	\$ 1,200,000	\$ -	\$ 1,200,000
TOTAL REVENUES	\$ 45,017,321	\$ 1,059,227	\$ 46,076,549

APPROPRIATIONS**13800000795 2010 Child Care Delivery System**

5101010 Reg Salaries & Wages	\$ 1,563,343	\$ (25,874)	\$ 1,537,469
5101015 Temporary Salaries	7,137	(7,137)	-
5101020 Language Skill Pay	6,600	2,050	8,650
5101070 Retiree Payout Sal	5,000	(3,958)	1,042
5103005 FICA	119,596	(1,980)	117,616
5103007 Temp FICA & Medicare	546	(546)	-
5103010 Life Insurance	1,563	(26)	1,537
5103035 Personal Leave Buy Back Pay	41,898	(421)	41,477
5103056 Transportation Allowance	1,070	(550)	520
5104030 Flex Benefits	318,908	(5,600)	313,308
5105010 TMRS	191,509	(3,169)	188,340
5201025 Education	3,000	960	3,960
5202025 Other Contractual	1,126	-	1,126
5201040 Fees to Pros	75,000	-	75,000
5203060 Binding Printing & Repro.	7,062	-	7,062
5203090 Transportation Fees	2,000	-	2,000
5204050 Maint & Rep Buildings and Improvements	1,950	1,363	3,313
5204060 Cleaning Svcs	7,221	-	7,221
5205010 Mail & Parcel Post	35,000	5,915	40,915
5205020 Rental of Equipment	10,800	(1,813)	8,987
5207010 Travel - Official	6,000	(5,000)	1,000
5208530 Alarm & Security Svcs	25,602	1,997	27,599
5301010 M&R Material Building/MP	2,477	(1,304)	1,173
5302010 Office Supplies	30,000	-	30,000
5403510 Wireless Data Comm.	500	-	500
5404530 Gas and Electricity	10,683	1,161	11,844
5404540 Water & Sewer	3,048	761	3,809
5501065 Furniture & Fixtures	-	43,208	43,208
5501055 Mach&Equip Other	62,415	51,835	114,250
Total 138000000795	\$ 2,541,054	\$ 51,872	\$ 2,592,926

13800000795 2010 CCDS - AADC

5202020 Contractual Services	\$ 620,304	\$ -	\$ 620,304
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2010 CHILD CARE SERVICES PROGRAM

October 1, 2009 - September 30, 2010

	BUDGET	+/-	REVISION #2
Total 138000000795	\$ 620,304	\$ -	\$ 620,304
138000000794 2010 CCDS - Administration			
5101010 Reg Salaries & Wages	\$ 55,898	\$ (2,005)	\$ 53,893
5103005 FICA	4,276	(153)	4,123
5103010 Life Insurance	56	(2)	54
5103035 Personal Leave Buy Back Pay	900	-	900
5103056 Transportation Allowance	972	(216)	756
5104030 Flex Benefits	9,600	-	9,600
5105010 TMRS	6,848	(246)	6,602
5205010 Mail & Pacer	200	-	200
5302010 Office Supplies	7,070	1,190	8,260
Total 138000000794	\$ 85,820	\$ (1,432)	\$ 84,388
138000000791 2010 CCDS - DC Clearing Account			
5201040 Fees to Professional Contractors	\$ 31,963,725	\$ -	\$ 31,963,725
Total 138000000791	\$ 31,963,725	\$ -	\$ 31,963,725
138000000787 2010 CCDS - Income Eligible			
5201040 Fees to Professional Contractors	\$ -	\$ -	\$ -
Total 138000000787	\$ -	\$ -	\$ -
138000000786 2010 CCDS - Transitional			
5201040 Fees to Professional Contractors	\$ -	\$ -	\$ -
Total 138000000786	\$ -	\$ -	\$ -
138000000788 2010 CCDS - Choices			
5201040 Fees to Professional Contractors	\$ -	\$ -	\$ -
Total 138000000788	\$ -	\$ -	\$ -
138000000792 2010 CCDS - Workforce Applicant			
5201040 Fees to Professional Contractors	\$ -	\$ -	\$ -
Total 138000000792	\$ -	\$ -	\$ -
138000000793 2010 CCDS - Food Stamp E&T			
5201040 Fees to Professional Contractors	\$ -	\$ -	\$ -
Total 138000000793	\$ -	\$ -	\$ -
138000000789 2010 CCDS - Federal Match			
5201040 Fees to Professional Contractors	\$ 4,576,573	\$ -	\$ 4,576,573
Total 138000000789	\$ 4,576,573	\$ -	\$ 4,576,573
138000000798 2010 CCDS - In Home			
5201040 Fees to Professional Contractors	\$ 2,039,278	\$ 593,661	\$ 2,632,940
Total 138000000798	\$ 2,039,278	\$ 593,661	\$ 2,632,940
138000000800 2010 CCDS - Foster Care			
5201040 Fees to Professional Contractors	\$ 1,178,817	\$ 219,459	\$ 1,398,275
Total 138000000800	\$ 1,178,817	\$ 219,459	\$ 1,398,275
138000000802 2010 CCDS - Other Foster			
5201040 Fees to Professional Contractors	\$ 248,891	\$ 41,192	\$ 290,083

2010 CHILD CARE SERVICES PROGRAM

October 1, 2009 - September 30, 2010

	BUDGET	+/-	REVISION #2
Total 138000000802	\$ 248,891	\$ 41,192	\$ 290,083
138000000796 2010 CCDS - Relative Care			
5201040 Fees to Professional Contractors	\$ 562,859	\$ 154,476	\$ 717,335
Total 138000000796	\$ 562,859	\$ 154,476	\$ 717,335
138000000804 2010 Local Match (GF Transfer)			
5202020 Contractual Services	\$ 1,200,000	\$ -	\$ 1,200,000
Total 138000000804	\$ 1,200,000	\$ -	\$ 1,200,000
TOTAL APPROPRIATIONS	\$ 45,017,321	\$ 1,059,228	\$ 46,076,549

**AMERICAN RECOVERY
AND REINVESTMENT ACT
(ARRA)**

Attachment II

Child Care Services
July 1, 2009 THROUGH JUNE 30, 2011

	BUDGET	+/-	REVISION #2
REVENUES			
13800000807 ARRA Revenue			
4501100 ARRA Operations	\$ 1,775,662	\$ -	\$ 1,775,662
4501100 ARRA Direct Care	11,287,894	500,000	11,787,894
4501100 ARRA In-Home	1,283,893	-	1,283,893
4501100 ARRA Relative Care	493,441	-	493,441
TOTAL Revenues	\$ 14,840,890	\$ 500,000	\$ 15,340,890
APPROPRIATIONS			
13800000808 ARRA - Operations			
5101010 Reg Salaries & Wages	\$ 469,862	\$ 19,448	\$ 489,310
5101015 Temporary Salaries	274,171	(109,075)	165,096
5101050 Language Skill	650	(475)	175
5101070 Retiree Payout Sal	0	5,000	5,000
5103005 FICA	35,944	1,488	37,432
5103007 Temp FICA & Medicare Expense	20,974	(8,344)	12,630
5103010 Life Insurance	470	19	489
5103035 Personal Leave Buy Back	4,724	4,088	8,812
5104030 Flexible Benefits	79,546	9,808	89,354
5103056 Transportation Allowance	60	8	68
5105010 TMRS	59,134	2,021	61,155
5201040 Fees to Professional Contractors	337,359	-	337,359
5202025 Other Contractual Svcs	493	(23)	470
5203060 Binding Printing & Repro.	10,000	914	10,914
5203090 Transportation Fees	2,000	2,000	4,000
5204060 Cleaning Svcs	5,148	(234)	4,914
5204050 Maint & Repair Bldg & Improvements	678	1,577	2,255
5205010 Mail & Parcel Post	28,191	(346)	27,845
5205020 Rental of Equipment	7,700	(1,584)	6,116
5208530 Alarm & Security	18,254	529	18,783
5301010 M&R Material Bldg	1,766	(968)	798
5302010 Office Supplies	50,000	12,740	62,740
5404530 Gas & Electricity	7,617	443	8,060
5404540 Water & Sewer	2,173	419	2,592
5501065 Furniture & Fixtures	145,557	-	145,557
5501055 Mach & Equip Other	187,040	61,480	248,520
Total ARRA Operations	\$ 1,749,511	\$ 933	\$ 1,750,444
13800000809 ARRA - Administration			
5101010 Reg Salaries & Wages	\$ 14,755	\$ 312	\$ 15,067
5101050 Language Skill	260	-	260
5103005 FICA	1,129	24	1,153
5103010 Life Insurance	15	-	15
5103035 Personal Leave Buy Back	433	(113)	320
5103056 Transportation Allowance	50	(25)	25
5104030 Flex Benefits	2,154	1,115	3,269
5105010 TMRS	1,650	412	2,062
5302010 Office Supplies	4,772	(1,725)	3,047
Total 13800000xxx ARRA Administration	\$ 25,218	(0)	\$ 25,218
13800000850 2010 ARRA - Relative Care			
5201040 Fees to Professional Contractors	\$ 493,441	\$ -	\$ 493,441
Total 13800000xxx	\$ 493,441	\$ -	\$ 493,441
13800000851 2010 ARRA - In-Home Care			
5201040 Fees to Professional Contractors	\$ 1,283,893	\$ -	\$ 1,283,893
Total 13800000xxx	\$ 1,283,893	\$ -	\$ 1,283,893
13800000810 2009 ARRA - Direct Care			
5201040 Fees to Professional Contractors	\$ 11,288,827	\$ 499,067	\$ 11,787,894
Total 13800000xxx	\$ 11,288,827	\$ 499,067	\$ 11,787,894
TOTAL APPROPRIATIONS	\$ 14,840,890	\$ 500,000	\$ 15,340,890

2011 CHILD CARE SERVICES PROGRAM

October 1, 2010 - September 30, 2011

	BUDGET
REVENUES:	
4501100 CCDS Program Operations CFDA 93.xxx	\$ 3,507,798
4501100 CCDF- Early Child Care	31,721,333
4501100 Federal Match CFDA 93.596	5,134,951
4501100 TDFPS - In Home CFDA 93.xxx	3,916,833
4501100 TDFPS - Foster Care CFDA 93.xxx	1,398,275
4501100 TDFPS - Other Foster Care CFDA 93.xxx	290,083
4501100 TDFPS - Relative Care CFDA 93.xxx	1,210,776
Subtotal Grant	\$ 47,180,049
6101100 Local Match (GF Grant Transfer)	\$ 1,200,000
Subtotal (Grant Transfer)	\$ 1,200,000
TOTAL REVENUES	\$ 48,380,049

APPROPRIATIONS**13800000xxx 2011 Child Care Services**

5101010 Reg Salaries & Wages	\$ 1,675,435
5101015 Temporary Salaries	\$ 64,232
5101020 Language Skill Pay	12,000
5101070 Retiree Payout Sal	3,000
5103005 FICA	128,171
5103007 Temporary FICA	4,914
5103010 Life Insurance	1,675
5103035 Personal Leave Buy Back Pay	45,000
5103056 Transportation Allowance	570
5104030 Flex Benefits	394,251
5105010 TMRS	208,089
5201025 Education	3,960
5203060 Binding Printing & Repro.	7,000
5203090 Transportation Fees	1,500
5204050 Maint & Rep Buildings and Improvements	3,500
5204060 Cleaning Svcs	8,000
5205010 Mail & Parcel Post	50,000
5205020 Rental of Equipment	8,987
5207010 Travel - Official	3,000
5208530 Alarm & Security Svcs	27,599
5301010 M&R Material Building/MP	1,926
5302010 Office Supplies	30,000
5403510 Wireless Data Comm.	540
5404530 Gas and Electricity	15,000
5404540 Water & Sewer	4,097
5404520 Software Licenses	45,000
5501055 Mach&Equip Other	26,429
Total 138000000xxx	\$ 2,773,875

13800000xxx 2011 CCS - AADC

5202020 Contractual Services	\$ 633,400
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2011 CHILD CARE SERVICES PROGRAM

October 1, 2010 - September 30, 2011

	BUDGET
Total 138000000795	\$ 633,400
138000000xx 2011 CCS - Administration	
5101010 Reg Salaries & Wages	\$ 65,419
5103005 FICA	5,005
5103010 Life Insurance	65
5103035 Personal Leave Buy Back Pay	1,000
5103056 Transportation Allowance	600
5104030 Flex Benefits	13,891
5105010 TMRS	8,125
5205010 Mail & Parcel	200
5302010 Office Supplies	6,219
Total 138000000xxx	\$ 100,524
138000000xxx 2011 CCS - DC Clearing Account	
5201040 Fees to Professional Contractors	\$ 31,721,333
Total 138000000xxx	\$ 31,721,333
138000000xxx 2011 CCS - Income Eligible	
5201040 Fees to Professional Contractors	\$ -
Total 138000000xxx	\$ -
138000000xxx 2011 CCS - Transitional	
5201040 Fees to Professional Contractors	\$ -
Total 138000000xxx	\$ -
138000000xxx 2011 CCS - Choices	
5201040 Fees to Professional Contractors	\$ -
Total 138000000xxx	\$ -
138000000xxx 2011 CCS - Workforce Applicant	
5201040 Fees to Professional Contractors	\$ -
Total 138000000xxx	\$ -
138000000xxx 2011 CCS - Food Stamp E&T	
5201040 Fees to Professional Contractors	\$ -
Total 138000000xxx	\$ -
138000000xxx 2011 CCS - Federal Match	
5201040 Fees to Professional Contractors	\$ 5,134,951
Total 138000000xxx	\$ 5,134,951
138000000xxx 2011 CCS - In Home	
5201040 Fees to Professional Contractors	\$ 3,916,833
Total 138000000xxx	\$ 3,916,833
138000000xxx 2011 CCS - Foster Care	
5201040 Fees to Professional Contractors	\$ 1,398,275
Total 138000000xxx	\$ 1,398,275
138000000xxx 2011 CCS - Other Foster	
5201040 Fees to Professional Contractors	\$ 290,083

2011 CHILD CARE SERVICES PROGRAM

October 1, 2010 - September 30, 2011

	BUDGET
Total 138000000xxx	\$ 290,083
138000000xxx 2011 CCS - Relative Care	
5201040 Fees to Professional Contractors	\$ 1,210,776
Total 138000000xxx	\$ 1,210,776
2011 Local Match (GF Transfer)	
5202020 Contractual Services	\$ 1,200,000
Total Local Match (GF Transfer)	\$ 1,200,000
TOTAL APPROPRIATIONS	\$ 48,380,049

CHILD CARE SERVICES PROGRAM

October 1, 2010 - September 30, 2011
PERSONNEL COMPLEMENT

Attachment IV

POSITIONS	JOB CLASS	CURRENT		ADD/DELETE	REVISED Revised OF POSITIONS
		No. OF POSITIONS			
138000000xxx CERTIFICATE/OPERATIONS					
ADMINISTRATIVE ASSOCIATE	2063	5	-	-	5
ADMINISTRATIVE ASSISTANT I	0040	2	-	-	2
CASE AIDE	0985	3	-	-	3
CHAUFFEUR	0907	1	-	-	1
CHILD CARE RESOURCES SPECIALIST	0990	25	-	-	25
CHILD CARE SERVICES SUPERVISOR	0991	4	-	-	4
CUSTOMER SERVICE REPRESENTATIVE	0909	1	-	-	1
GRANTS MANAGEMENT OFFICER	0844	1	-	-	1
MANAGEMENT ANALYST	0046	1	-	-	1
RECORDS SUPERVISOR	0007	1	-	-	1
SENIOR OFFICE ASSISTANT	0009	3	-	-	3
SOCIAL SERVICES MANAGER	0906	1	-	-	1
SR MANAGEMENT ANALYST	0999	2	-	-	2
138000000xxx CERTIFICATE/OPERATIONS		50	-	-	50
138000000xxx ADMINISTRATION					
ACCOUNTANT II	0874	1	-	-	1
CONTRACT COORDINATOR	0156	1	-	-	1
MANAGEMENT ANALYST	0046	1	-	-	1
138000000xxx ADMINISTRATION		3	-	-	3
TOTAL POSITIONS FOR CCDS PROGRAM		53	-	-	53

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR * DELEGATE AGENCY CONTRACT
WITH

CITY OF SAN ANTONIO * ALAMO AREA DEVELOPMENT CORPORATION (AADC)

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2010-09-__-____ dated September __, 2010, and the **Alamo Area Development Corporation (AADC)**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Community Initiatives is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio Grant Fund Operating Budget (hereinafter referred to as "General Fund" and "Grant Fund," respectively) for Rural Child Care services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of \$633,400.00 for a project entitled "Rural Child Care Services" (hereinafter referred to as the "Project" or "Program"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

- 1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Executive Summary and Balanced Scorecard Performance Plan** affixed hereto and incorporated herein for all purposes as Attachment I.

II. TERM

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2010** and shall terminate on **September 30, 2011**.

III. CONSIDERATION

- 3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. 2010-09-__-____. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **\$633,400.00**.
- 3.2 The funding level of this Contract is based on an allocation from the following funding sources:
\$633,400.00 _Child Care Services (CCS) Grant CFDA # 93.575

Consequently, Contractor agrees to comply with "Sections I, II (B) and III (B) of the **Funding Guide,**" affixed hereto and incorporated herein for all purposes as Attachment III.

3.3 THIS SECTION INTENTIONALLY LEFT BLANK

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate general or grant fund revenue to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should grant funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option and subject to City Council approval, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request. The Director of the Managing City Department may, in his sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:

(A) Advance payments to vendors shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that a check is available from the City.

(B) The Contractor must deposit City funds in a separate account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited in such separate account, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed \$100,000.00 shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended.

(C) The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

- 4.3 Contractor shall submit to City a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor incurred in the previous month to deliver the services described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.
- 4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department according to standard procedures followed by the City's Finance Department, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.
- 4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.
- 4.6 Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor).
- 4.7 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:
- (A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;
 - (B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;
 - (C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;
 - (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;
 - (E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;
 - (F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;
 - (G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and
 - (H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted

line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

- 4.8 Contractor agrees that Contractor costs or earnings claimed under this Contract will not be claimed under another contract or grant from another agency.
- 4.9 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the project or projects funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included in the financial statements that are applicable to the Contractor's Project. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.
- 4.10 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to the City. Upon completion or termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term shall be immediately returned by Contractor to the City upon demand.
- 4.11 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.12 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:
 - (A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or
 - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

- 5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.
- 5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.
- 5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.
- 5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

- 6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply within its contract with Workforce Solution Alamo. A copy of said contract is attached hereto and incorporated herein for all purposes as Attachment IV.
- 6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, the party ultimately responsible for all matters of compliance with Workforce Solutions Alamo and the City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.
- 6.3 Contractor shall not use funds awarded from this Contract as matching funds for any Federal, State or local grant without the prior written approval of the Director of the Managing City Department.
- 6.4 The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.
- 6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.
- 6.6 Contractor agrees to comply with the following check writing and handling procedures:
 - (A) No blank checks are to be signed in advance;
 - (B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. Contractor agrees that the aggregate amount

of petty cash reimbursement shall not exceed \$200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

- 6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

VII. AUDIT

- 7.1 If Contractor expends \$500,000.00 or more of City dollars, then during the term of this Contract, the Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the Managing City Department by Contractor within fifteen (15) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) days upon the Contractor's receipt of the report.

- 7.2 Contractor agrees that if Contractor receives or expends more than \$500,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of Contractor's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: <http://gov.fac@uscensus.gov> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
1201 E. 10th Street
Jeffersonville, Indiana 47132

- 7.3 If Contractor expends less than \$500,000.00 of City dollars during the term of this Contract, then the Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.
- 7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through the City.

- 7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

- 7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will immediately refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

- 7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of

the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

- 8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, including the Contract Monitoring Report which is affixed hereto and incorporated herein as Attachment V or as may be required by Workforce Solutions Alamo. The Contract Monitoring Report is to be submitted by the Contractor no later than the 5th business day of each month. Contractor shall also report no later than the 5th business day of each month its client enrollment by the individual county served in accordance with the performance measures set forth on Attachment VII. The Contractor ensures that all information contained in all required reports submitted to City is accurate.
- 8.3 Contractor agrees to maintain in confidence all information pertaining to the Project/Projects or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon termination of this Contract, Contractor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 8.4 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 Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor 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, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.
- 8.5 In accordance with Texas law, Contractor 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, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

- 8.6 Ownership of Intellectual Property. Contractor and City agree that the Project/Projects shall be and remain the sole and exclusive proprietary property of City. The Project/Projects shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project/Projects and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project/Projects and the tangible and intangible property rights relating to or arising out of the Project/Projects, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project/Projects shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project/Projects, including without limitation, any letters patent, copyright, or other protection relating to the Project/Projects, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.
- 8.7 Within a period not to exceed 90 days from the termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.
- 8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:
- (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
 - (B) Current Bylaws and Charter;
 - (C) Terms of Officers;
 - (D) Amendments to Bylaws;
 - (E) Schedule of anticipated board meetings for current Fiscal Year;
 - (F) Minutes of board meetings that are approved by the Contractor's board
 - (G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.
- 8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

- 9.1 Contractor agrees to comply with the following insurance provisions:
- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "Rural Child Care Services Program" in the Description of Operations block of the Certificate. The original 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 Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and shall be mailed, transmitted or conveyed, 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 Contract until such certificate and endorsements shall

have been received and approved by the Managing City Department. No officer or employee of the City, other than the City's Risk Manager, shall have authority to waive this requirement.

- (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract 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 Contract. In no instance will City allow modification whereupon City may incur increased risk.
- (C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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:

TYPE	AMOUNTS
1. Broad Form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability 	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability <ul style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles 	Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage.

- (D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

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

- (E) Contractor 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- (F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.
- (G) If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- (H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.
- (I) It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and 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 CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. 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 CONTRACTOR 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 TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

11.1 SBEDA Program. The City has adopted a Small Business Economic Development Advocacy Ordinance (the "SBEDA Program"), which is posted on the City's Economic Development Department website and is also available in hard copy form upon request to the City. In addition to the definitions provided in the SBEDA Program, the following definitions will apply pursuant to SBEDA Program requirements and this Contract:

- (A) SBEDA Enterprise ("SE") – A corporation, limited liability company, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association or any other legal entity operated for profit that is properly licensed, as applicable, and otherwise authorized to do business in the state of Texas and certified pursuant to SBEDA Program requirements.
- (B) Commercially Useful Function – A function performed by an SE when it is responsible for supplying goods or for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether an SE is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors shall be evaluated. Commercially Useful Function is measured for purposes of determining participation on a contract, not for determination of certification eligibility.
- (C) Conduit – An SE that knowingly agrees to pass the scope of work for which it is listed for participation, and is scheduled to perform or supply on the contract, to a non-SE firm. In this type of relationship, the SE has not performed a Commercially Useful Function and the arranged agreement between the two parties is not consistent with standard industry practice. This arrangement does not meet the Commercially Useful Function requirement and therefore the SE's participation does not count toward the SE utilization goal.
- (D) SBEDA Plan – The Good Faith Effort Plan ("GFEP"), SBEDA Narrative, List of Subcontractors/Suppliers and executed Letters of Intent (all as applicable) that are submitted with Contractor's bid for this project Contract, attached hereto and incorporated herein as "Attachment VI".

11.2 For this Contract, the Parties agree that:

- (A) The terms of the City's SBEDA Ordinance, as amended, together with all requirements and guidelines established under or pursuant to the Ordinance (collectively, the "SBEDA Program") are incorporated into this Contract by reference; and
- (B) The failure of Contractor or any applicable SE to comply with any provision of the SBEDA Program shall constitute a material breach of the SBEDA Program and this Contract.
- (C) Failure of Contractor or any applicable SE to provide any documentation or written submissions required by the CITY Managing Department or SBEDA Program Office pursuant to the SBEDA

Program, within the time period set forth by the SBEDA Program Office, shall constitute a material breach of the SBEDA Program and this Contract.

- (D) During the term of this Contract, and any renewals thereof, any unjustified failure to utilize good faith efforts to meet, and maintain, the levels of SE participation identified in Contractor's SBEDA Plan ("Attachment VI") shall constitute a material breach of the SBEDA Program and this Contract.
- (E) Contractor shall pay all suppliers and subcontractors identified in its SBEDA Plan ("Attachment VI") in a timely manner for satisfactory work, pursuant to and as outlined in Section VII. Paragraph F(2)(e) of the SBEDA Ordinance, as amended. Documentation of all billing and payment information applicable to SBEDA Plan suppliers and subcontractors shall be submitted by Contractor to the City's Managing Department. Failure to pay SEs in a timely manner or submit the required billing and payment documentation shall constitute a material breach of this Contract.

11.3 The Parties also agree that the following shall constitute a material breach of the SBEDA Program and this Contract:

- (A) Failure of Contractor to utilize an SE that was originally listed at bid opening or proposal submission to satisfy SBEDA Program goals in order to be awarded this Contract, or failing to allow such SE to perform a Commercially Useful Function; or
- (B) Modification or elimination by Contractor of all or a portion of the scope of work attributable to an SE upon which the Contract was awarded; or
- (C) Termination by Contractor of an SE originally utilized as a Subcontractor, Joint Venturer, Supplier, Manufacturer or Broker in order to be awarded the Contract without replacing such SE with another SE performing the same Commercially Useful Function and dollar amount, or without demonstrating each element of Modified Good Faith Efforts to do so; or
- (D) Participation by Contractor in a Conduit relationship with an SE scheduled to perform work that is the subject of this Contract.

11.4 Remedies for Violation of SBEDA Program. The Parties further agree that in addition to any other remedies the City may have at law or in equity, or under this Contract for material breach, including the specified remedies available under the SBEDA Program for Alternative Construction Delivery Method, the City shall be entitled, at its election, to exercise any one or more of the following remedies if the Contractor materially breaches the requirements of the SBEDA Program:

- (A) Terminate this Contract for default;
- (B) Suspend this Contract for default;
- (C) Withhold all payments due to the Contractor under this Contract until such violation has been fully cured or the Parties have reached a mutually agreeable resolution; and/or
- (D) Offset any amounts necessary to cure any material breach of the requirements of the SBEDA Program from any retainage being held by the City pursuant to the Contract, or from any other amounts due to the Contractor under the Contract.
- (E) Suspension, Revocation or Modification of SE Certification: The SBEDA Program Office may suspend or revoke an offending SE's eligibility for Certification, and may suspend its participation from counting toward a project goal, based upon such SE's acting as a Conduit, failing to comply with the provisions of the SBEDA Program, failing to perform a Commercially Useful Function on a project, failing to submit information as required by the SBEDA Program Office, submitting false, misleading or materially incomplete statements, documentation or records, or failing to cooperate in investigations. The SBEDA Program Office may further modify the list of areas for which an SE is

certified, if the SE is routinely failing to submit bids or proposals for work in a particular area, or if it becomes apparent that the SE is not qualified to perform work in a particular area.

- 11.5 The Parties agree that nothing in the SBEDA Program or that any action or inaction by the SBEDA Program Office or the SBEDA Program Manager shall be deemed a representation or certification that an SE is qualified to perform work in a particular area for the purposes of this Contract.
- 11.6 The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 11.7 City Process For Exercising SBEDA Program Remedies. The SBEDA Program Manager shall make all decisions regarding the suspension or revocation of an SE's certification as well as the duration of such suspension or revocation. The SBEDA Program Manager shall make a recommendation to the Managing Department Director regarding appropriate remedies for the City to exercise in the event a Contractor violates the SBEDA Program. The Managing Department Director shall make a recommendation regarding appropriate remedies to the City Manager or designee, who shall have final approval regarding the remedy to be exercised except for termination of the Contract. If the recommended remedy is to terminate the Contract, then the Managing Department Director or City Manager, or her designee, shall bring forward the recommendation to City Council for final determination.
- 11.8 Special Provisions for Extension of Contracts. In the event the City extends this Contract without a competitive Bid or Proposal process, the City Managing Department responsible for monitoring the Contract shall establish the following, subject to review and approval by the SBEDA Program Manager:
- (A) a SBEDA Utilization Goal for the extended period; and
 - (B) a modified version of the Good Faith Efforts ("Modified Good Faith Efforts Plan") set forth in the SBEDA Program Ordinance, as amended, if Contractor does not meet the SBEDA Utilization Goal; and
 - (C) the required minimum Good Faith Efforts outreach attempts that Contractor shall be required to document in attempting to meet the SBEDA Utilization Goal. The SBEDA Utilization Goal, Modified Good Faith Efforts Plan and the required number of minimum Good Faith Efforts outreach attempts shall be added into the Contract extension document. The Contractor entering into the extension shall either meet the SBEDA Utilization Goal or document that it has made the Good Faith Efforts to meet the SBEDA Utilization Goal. Failure to do so shall:
 - (i) subject Contractor to any of the remedies listed above; and/or
 - (ii) result in a new bid or proposal request of the Contract that was considered for extension.

XII. APPLICABLE LAWS

- 12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.
- 12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by Federal, State, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:

- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
- (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
- (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
- (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
- (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slrn/recordspubs/gr.html>
- Government Code Chapter 552 pertaining to Texas Public Information Act found at www.capitol.state.tx.us/statutes/docs/GV/content/htm/gv.005.00.000552.00.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (A) Title VII of the Civil Rights Act of 1964, as amended;
- (B) Section 504 of the Rehabilitation Act of 1973, as amended;
- (C) The Age Discrimination Act of 1975, as amended;
- (D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (E) Fair Labor Standards Act of 1938, as amended;
- (F) Equal Pay Act of 1963, P.L. 88-38; and
- (G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, Federal, State, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to:

- (A) worker's compensation;
- (B) unemployment insurance;
- (C) timely deposits of payroll deductions;
- (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
- (E) Occupational Safety and Health Act regulations; and
- (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

- 12.6 Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.
- 12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.
- 12.8 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.
- 12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.
- 12.10 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

- 13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
- (B) Have any direct or indirect interest in this Contract or the proceeds thereof.

- 13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. (If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

- 14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.
- 14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.
- 14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold

funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

- 14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

- 15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 15.3 The prohibitions set forth in Article XV., sections 15.1 and 15.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
 - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
 - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
 - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.
- 15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.
- 15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

- 16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 16.2 Contractor is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department, as evidenced through a written amendment to this Contract approved by the Director of the Managing City Department.
- 16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.
- 16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:
- (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
 - (B) To serve as a juror;
 - (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
 - (D) To attend seminars or workshops;
- 16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

- 17.1 Contractor agrees to comply with the following special provisions:
- (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

- (B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

- 18.1 Contractor shall publicly acknowledge that this Project is supported by the City as directed by the Managing City Department.

XIX. EQUIPMENT

- 19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.
- 19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.
- 19.3 Contractor shall maintain records on all items obtained with City funds to include:
- (A) A description of the equipment, including the model and serial number, if applicable;
 - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
 - (C) An indication of whether the equipment is new or used;
 - (D) The vendor's name (or transferred from);
 - (E) The location of the property;
 - (F) The property number shown on the property tag; and
 - (G) A list of disposed items and disposition
- 19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the Contractor to the Managing City Department shall minimally include:
- (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
 - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
 - (C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- 19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.
- 19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

- 20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.
- 20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.
- 20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

- 22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.
- 22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

- 23.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

- 24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval;

provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

- A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Contract funding during the term of this Contract shall not exceed the foregoing amount;
- B. modifications to the Balanced Scorecard Performance Plan set forth in Attachment I hereto, so long as 1) the terms of the amendment stay within the parameters set forth in the Executive Summary, also set forth in Attachment I hereto;
- C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (Attachment II) of this Contract;
- D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department.
- E. modifications to Article III herein to reduce the total amount of reimbursement that shall be made to the Contractor by City, and to amend the budget accordingly which is set forth in Attachment II hereto, in the event that Contractor does not meet the requirements set forth in Article I Overview of the Funding Guide, which is set forth in Attachment III hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).
- F. modification of the total amount of reimbursement that shall be made to the Contractor by City in order to comply with the expenditure ratio set forth in Section 3.3; and
- G. reductions to Article I Scope of Work and Article III Compensation in order to comply with Section 3.4

XXV. SUBCONTRACTING

- 25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.
- 25.2 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.
- 25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

- 25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

XXVI. OFFICIAL COMMUNICATIONS

- 26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Director
Department of Community Initiatives
115 Plaza de Armas, Ste 200
San Antonio, Texas 78205

Contractor:

Gloria Arriaga, Executive Director
Alamo Area Development Corporation
8700 Tesoro Drive, Suite 700
San Antonio, TX 78217

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

- 27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar, County, Texas.

XXVIII. GENDER

- 28.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXIX. AUTHORITY

- 29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract

XXX. LICENSES AND TRAINING

- 30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXXI. INDEPENDENT CONTRACTOR

- 31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 31.2 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.
- 31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

- 32.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high risk" as that term is defined in the City of San Antonio Contracting Policy and Process Manual.

- 33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-risk" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-risk contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response
- 33.2 Contractor acknowledges that the City has identified this Contract as high risk.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

Director
Department of Community Initiatives

**Alamo Area Development Corporation
(AADC)**

8700 Tesoro Drive, Suite 700

San Antonio, TX 78217

APPROVED AS TO FORM:

Assistant City Attorney

Executive Director

Board President (if required by Agency)

ATTACHMENTS

- Attachment I – Executive Summary and Balance Scorecard Performance Plan
- Attachment II – Budget
- Attachment III– Funding Guide
- Attachment IV – Grantor Contract
- Attachment V – Contract Monitoring Report
- Attachment VI – SBEDA Plan
- Attachment VII – Performance Measures by County