

AN ORDINANCE 2007 - 03 - 15 - 0290

APPROVING THE RENEWAL OF AN ANNUAL INTERLOCAL AGREEMENT AND BUDGET WITH ALAMO COMMUNITY COLLEGE DISTRICT WHICH ADMINISTERS PROCEEDS ENCUMBERED UNDER THE *CITY OF SAN ANTONIO VS. ALAMO COMMUNITY COLLEGE DISTRICT SETTLEMENT AGREEMENT.*

* * * * *

WHEREAS, in the interest of ending continuing litigation, the City of San Antonio (“CITY”) entered into a Settlement Agreement in March 2001, attached hereto and incorporated herein as Attachment I, with the Alamo Community College District (“ACCD”), permitting the encumbrance of 14% of ACCD’s monthly City Public Service (“CPS”) electricity and natural gas charges that would otherwise accrue to the City into two accounts, to be maintained at ACCD for a period of up to fifteen (15) years; and

WHEREAS, these accounts consist of a Building Account, which provided one-time funds in the amount of approximately \$2.9 million for the construction of the Advanced Technology Center (“ATC”) at the Port Authority of San Antonio, formerly KellyUSA, as well as an Education and Training Account, established through an ongoing allocation of the 14% of CPS proceeds, to provide funds for customized workforce training and/or for any lawful purpose in furtherance of the City’s economic development and workforce development goals and strategies; and

WHEREAS, an Interlocal Agreement was also executed at the time of the settlement to regulate the annual administrative and monitoring functions of the Settlement Agreement; and

WHEREAS, the Interlocal Agreement and an annual budget for allocation of the funds in the Education and Training Account must be renewed by mutual consent of both the ACCD Board of Trustees (“ACCD Board”) and City Council on an annual basis through March 31, 2016; and

WHEREAS, these funds are used as credits to supply education and training dollars for the Alamo Area Academies, City Employee Training (Human Resources), Department of Community Initiatives, SpaceTEAMS and the Westside Educational Training Center (“WETC”); and

WHEREAS, these funds are also available to provide customized training, through ACCD, to businesses in the City’s targeted industries who are interested in locating or expanding operations in San Antonio; and

WHEREAS, the development of the seventh year (FY 2007/2008) funding priorities between the City and ACCD represents a continuing collaborative effort to promote effective workforce development programs in San Antonio with requests for funding reviewed annually by the City’s Economic Development Department (“EDD”) and ACCD for consideration; and

WHEREAS, decisions are based on the quality of programs, outreach and collaboration with the community, other participating funding partners and relevance to other programs being funded; and

WHEREAS, funding for the Alamo Area Academies includes the Alamo Area Aerospace Academy (“AAAA”), the Information Technology & Security Academy (“ITSA”) and the Manufacturing Technology Academy (“MTA”); and

WHEREAS, funding through the Education and Training Account budget supports administrative salaries and other costs not covered by the Academies’ other partners, with the City providing approximately 24% of the Academies’ annual budget of \$1.67 million; and

WHEREAS, in 2006, 76 students graduated from the Academies, with 100% of the graduates continuing higher education with a four-year institution or a community college and since inception, the Academies have graduated 375 students from 2002-2006, with 52 seniors now in the 2007 class; and

WHEREAS, the City’s Human Resources Department provides customized training and tuition assistance to City employees through the Interlocal Agreement with approximately 1,720 City employees in curriculum such as compassion fatigue, conflict resolution, critical thinking, business writing, time management, project management, dealing with difficult people and leadership development; and

WHEREAS, the City’s Department of Community Initiatives (“DCI”) utilizes funding to provide workforce training to clients by offering industry specific training in customer service, interpersonal skills, job readiness and computer training to approximately 800 citizens to enable them to acquire and retain employment; and

WHEREAS, customized training funds are administered by EDD to offer training assistance through ACCD to companies in targeted industries looking to locate or expand in San Antonio; and

WHEREAS, in FY 2006/2007, EDD used ACCD Settlement funds to provide customized training to United Parcel Service (“UPS”) for 336 employees in initial training, including brand/product knowledge, customer roles and mindsets, as well as customer decision-making with funds also used to provide books and supplies to 30 students attending Rackspace University – an innovative training program developed by Rackspace Managed Hosting, a rapidly expanding local high-tech company; and

WHEREAS, the WETC is a unique vocational/occupational training program to prepare citizens for employment in high-demand occupations such as auto manufacturing (including Toyota suppliers) and health care delivery, offering 240 hours of coursework in skills and occupational language training; and

WHEREAS, the WETC opened in August and in its first semester had a total of 363 trainees, with 370 trainees registered for the January-May 2007 semester, with a projected job placement rate of 70% with local companies; and

WHEREAS, SpaceTEAMS is a summer program conducted by Northwest Vista College, started as a collaboration between local school districts, ACCD and the Challenger Learning Center at Brooks City-Base, which uses robotics to explore technology, engineering, art/design, mathematics and science in a team environment while providing workforce intervention to 1st through 8th grade school levels; and

WHEREAS, as part of the FY 2007-2008 Education and Training Account budget, EDD staff recommends an allocation of \$35,000 to conduct a performance review of the training programs funded out of the Education and Training Account to assess the value and the results of workforce training to determine the return on investment from ACCD Settlement Agreement dollars; and

WHEREAS, this review will primarily focus on City training programs managed by Human Resources and the Department of Community Initiatives and will in turn be used to set future funding priorities and budget allocations; and

WHEREAS, the City Council finds that renewal of the amended ACCD Interlocal Agreement for an additional year is consistent with the City's *Strategic Plan for Economic Development* as well as the City's workforce development goals and objectives and is in the best interest of the City; **NOW THEREFORE:**

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

SECTION 1. The City Council hereby authorizes and approves renewal of the fifteen (15) year ACCD Interlocal Agreement, for a twelve (12) month period beginning April 1, 2007 and ending March 31, 2008. A copy of the signed Agreement is attached hereto and incorporated herein as Attachment III.

SECTION 2. The City Council also hereby approves the Education and Training Account Budget for the period beginning April 1, 2007 and ending March 31, 2008 as attached hereto and incorporated herein as Attachment II.

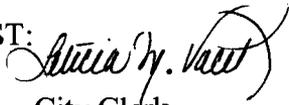
SECTION 3. The Directors of the Departments of Economic Development, Community Initiatives and Human Resources, or their respective designees, are authorized to execute any agreements in connection with the ACCD Interlocal Agreement approved in Section 1.

SECTION 4. The City Manager or her designee is authorized, for a sixty (60) day period from the effective date of this ordinance, to execute an Agreement as approved in Section 1. The final Agreement shall be filed with this Ordinance upon execution.

SECTION 5. This ordinance shall be effective on the tenth day after passage.

PASSED AND APPROVED this 15th day of March, 2007


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

ATTACHMENT I

SETTLEMENT AGREEMENT

WHEREAS, in 1987, the Fourth Court of Appeals in City of San Antonio v. Alamo Community College District rendered judgement in favor of the City of San Antonio ("CITY") requiring the Alamo Community College District ("ACCD") to pay that portion of their electric and natural gas service bills destined to be paid to the City; and

WHEREAS, in the spirit of cooperation, the parties have agreed to a release, and an expenditure of a portion of the Proceeds to establish a High Technology Center to be utilized in furtherance of CITY'S Economic Development Strategies and Workforce Development; and

WHEREAS, the parties have also agreed to the establishment of an Account and expenditure of Proceeds therein to provide customized training, classroom hours, books and materials for CITY employees, various CITY designated programs and for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development subject to the terms established herein; and

WHEREAS, the parties have attached an Interlocal Agreement between the CITY and ACCD for the purpose of memorializing the parties intent as to the annual implementation and administration of the customized training classroom hours and materials to CITY employees, various CITY designated programs and for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development, which is attached as Exhibit "A" and is hereby incorporated into this Agreement for all purposes; and

WHEREAS, the parties wish to memorialize their mutual assent by means of this Agreement; **NOW THEREFORE:**

The City of San Antonio (hereinafter referred to as "CITY"), acting through its City Manager, Alexander E. Briseño, pursuant to Ordinance No. 93625, passed and approved March 22, 2001, and the Alamo Community College District (hereinafter referred to as "ACCD"), acting through its Chancellor, Robert W. Ramsay, pursuant to the minute order, passed by the ACCD Board of Trustees on February 20, 2001, which the parties covenant and agree as follows:

I. DEFINITIONS

- 1.1 The term "ACCD" as used herein shall refer to the Alamo Community College District.
- 1.2 The term "Account" as used herein shall refer to that account that consists of Proceeds and is established to be used in connection with this Agreement.
- 1.3 The term "Administrative Costs" means reasonable costs directly incurred by ACCD related to this agreement. These costs include, but are not limited to, costs and expenses for administration and implementation of this Agreement.
- 1.4 The term "Building Account" as used herein shall refer to that account established to be used in connection with the establishment of a high-technology center, as further described by Section II. Building Account.
- 1.5 The term "CITY" as used herein shall refer to the City of San Antonio.

- 1.6 The term "CPS" as used herein shall refer to the City of San Antonio City Public Service, or its successor in interest.
- 1.7 The term "High Technology Center" as use herein shall refer to a facility that will be used to train CITY employees, various CITY designated programs, or for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development.
- 1.8 The term "Proceeds" as used herein shall refer to fourteen percent (14%) of the electric and natural gas charges billed by City Public Service to the Alamo Community College District, which may otherwise be referred to as "Funds"

II. BUILDING ACCOUNT

- 2.1 The parties acknowledge and agree that ACCD has maintained a portion of Proceeds in a Building Account with a Bank in the City of San Antonio, at it's sole cost and expense, through December 31, 1999, having a balance of \$2,981,571.92.
- 2.2 The parties agree that such amount having accrued in said Building Account, as mentioned above in subsection 2.1, shall be utilized by ACCD for establishing a high-technology center, which may include, but not be limited to, finish-out, improvements and purchase of equipment at Building 210 located on the premises of Kelly AFB, or other equivalent facility so long as such facility is used for the purpose of providing customized training, or college hours to CITY employees, various designated CITY programs, or for any other lawful purpose in furtherance of CITY's Economic Development Strategies or Workforce Development.
- 2.3 ACCD, no later than June 1, 2002, shall provide CITY with a budget for the establishment of the high-technology center, which may include, but not be limited to, finish-out, improvements and purchase of equipment at Building 210 or other equivalent facility as provided by subsection 2.2. ACCD shall provide an accounting to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, sent in accordance with Section XIII. Notice, of all monies used in connection with the establishment of the high technology center every month during the construction of said finish-out and improvements, and purchase of equipment, as applicable. The total of all CITY's contribution to said establishment of the high-technology center, which may include, but not be limited to finish-out, improvements and purchase of equipment, shall be limited to the total as established in subsection 2.1.
- 2.4 ACCD shall forward to CITY any and all plans for the finish-out and improvements of Building 210 or equivalent facility, as provided for in subsection 2.2, no later than fourteen (14) days before ACCD commences said finish-out and improvements, if applicable. CITY shall have the right to review said plans. All plans submitted to CITY for its review shall comply with all applicable Building Codes.
- 2.5 No later than the tenth (10th) day of every month during construction or finish-out, ACCD shall provide an accounting to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, sent in accordance with Section XIII. Notice, of the Building Account used in connection with the establishment of a high-technology center.
- 2.6 In the event that the amount established in subsection 2.1 are not expended in connection with the establishment of a high-technology center, including, but not limited to, finish-out, improvements

and purchase of equipment at Building 210, or other equivalent facility, CITY and ACCD agree to meet and confer regarding the expenditure and designation of the remaining amount.

- 2.7 In the expenditure of the Building Account, as provided for in subsection 2.2, ACCD shall comply with all applicable local, state and federal laws, rules and regulations

III. EDUCATION AND TRAINING ACCOUNT

- 3.1 Effective April 1, 2001, ACCD shall establish an Account pursuant to this Section, as described below. ACCD shall deposit in said Account an amount equal to approximately \$415,853.00, that amount which has accrued from January 1, 2000 through the commencement date of this Agreement.
- 3.2 Commencing April 1, 2001 and throughout the term of this Agreement, pursuant to the provisions contained herein, ACCD also agrees to deposit and maintain in said Account, fourteen percent (14%) of its monthly electric and natural gas billed by City Public Service to ACCD, otherwise referred to as Proceeds, plus interest and investment earnings, to be utilized to provide classroom hours, customized training to CITY employees and various CITY designated programs or for any other lawful purpose in furtherance of the CITY'S Economic Development Strategies and Workforce Development as established in the Interlocal Agreement (Exhibit A).
- 3.3 ACCD shall maintain the Proceeds, interest and investment earnings in the Account, which shall be separate and apart from its other accounts, including, but not limited to the Building Account described in Subsection II. Building Account, above, at a Bank in the City of San Antonio, at its sole cost and expense. The Account shall be maintained by ACCD so long as this Agreement is in effect or so long as the Proceeds plus interest and investment earnings remain unused by CITY, whichever is later. All Proceeds plus interest and investment earnings maintained in said Account shall be appropriately safeguarded and secured by FDIC and eligible security, in accordance with the Texas Public Funds Collateral Act. All Proceeds plus interest and investment earnings shall be invested by ACCD in accordance with the Texas Public Funds Investment Act, as amended.
- 3.4 The parties agree that all such amounts and Proceeds, interest and investment earnings in said Account accruing from January 1, 2000, through March 31, 2016 shall be used for the provision by ACCD to CITY of college hours, customized training, for CITY employees and various programs designated by CITY or for any other lawful purpose in furtherance of CITY'S Economic Development Strategies and Workforce Development.
- 3.5 The parties agree that CITY is not required to use any specific amount of college hours, training, books, or materials in any given semester or year, and that all Funds in the Account, including but not limited to, Proceeds plus interest and investment earnings, will be maintained by ACCD in the Account until all sums are used by, CITY in accordance with Subsection 3.2 and the Interlocal Agreement (Exhibit A).

IV. ACCOUNTING FOR DEPOSITS

- 4.1 At the end of each quarter – March 31st, June 30th, September 30th and December 31st -- of each and every year during the term of this Agreement, ACCD shall provide to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, in accordance with Section XIII. Notice, an accounting of the Account established pursuant to Subsection 3.1 of this Agreement. ACCD shall

provide a copy of the monthly bank statement pertaining to this Account; ACCD's CPS monthly analysis statement; its calculation of the 14% attributable to CITY; and interest and investment earnings for the quarter.

V.
AUDIT OF RECORDS

- 5.1 In the event a dispute arises between CITY and ACCD regarding whether certain college hours were taken, training was provided, certain books and materials were used, the costs used to calculate the amount to be withdrawn from the Account under Section III. Education and Training Account and the Interlocal Agreement, which is attached as Exhibit "A" or generally regarding the utilization and expenditure of Funds, ACCD shall procure the services of an independent, third party Certified Public Accountant to audit the Education and Training Account, created pursuant to Section III, and all records maintained in connection with this Agreement. Such audit shall commence no later than thirty (30) days from the date of notice of said dispute. Any portion of the Account in dispute shall be maintained in the established Account until the dispute has been resolved as a result of said audit.
- 5.2 In the event either party wishes to terminate this Agreement, in addition to all the requirements herein established, ACCD shall procure the services of an independent, third party Certified Public Accountant, to audit the Education and Training Account, created pursuant to Section III., and all records maintained in connection with this Agreement. Such audit shall commence no later than thirty (30) days from the date of receipt of notice of termination.
- 5.3 The cost of the audit(s) required by subsections 5.1 and 5.2 may be paid out of the Education and Training Account.
- 5.4 ACCD shall maintain said records, documents and accounting records at its main office and shall make such records, documents and accounting records available to CITY, during ACCD's regular business hours, as often as CITY deems necessary, for purposes of auditing, above and beyond that allowed or required by subsection 5.1, inspecting or making copies of same by CITY or its designated representative(s), subject to a student's consent, as required by law.

VI.
RECORD RETENTION

- 6.1 ACCD shall retain all records, documents and accounting records created or pertaining, directly or indirectly, to this Agreement, including, without limitation, records of the account established pursuant to this Agreement, throughout the term of this Agreement, and for the longer of that period which CITY or ACCD is required to retain such documents, as established by the Texas State Library and Archives Commission. Upon conclusion of such period ACCD agrees to make copies, at the CITY's request, of all such records, documents and accounting records for CITY or its designated representative, that have not been furnished previously pursuant to this Agreement or by the Interlocal Agreement, subject to a student's consent, as required by law and if applicable, at no additional cost to CITY.

VII.
ADMINISTRATIVE COSTS

- 7.1 Once the high-technology center is established pursuant to Section II. Building Account, CITY recognizes that ACCD will receive use of such Proceeds to reimburse ACCD for its Administrative

Costs to administer and implement the Interlocal Agreement payable in arrears quarterly. The parties agree and understand that under no circumstance shall Administrative Costs in the aggregate, exceed eighty thousand dollars (\$80,000.00) each year for the first three years of this Agreement. At the end the third year the parties agree that they will meet and confer regarding the use of Proceeds for ACCD's Administrative Costs to administer and implement the Interlocal Agreement for the remainder of the term of this Agreement.

VIII. RELEASE

- 8.1 That for and in consideration of the aforementioned recitals and other good and valuable consideration the CITY agrees to release, acquit, and forever discharge ACCD. Their current and former agents, servants, employees, representatives, successors, assigns and attorneys, all and each of them from payment of all or any portion of the up to fourteen percent (14%) of the electric and natural gas charges billed by City Public Service to the Alamo Community College District that the CITY asserts is due it or has asserted it is due in the past and future in the case styled City of San Antonio v. Alamo Community College District, Cause No 83-CI-20386 in the 288th District Court of Bexar County, Texas.

IX. ASSIGNABILITY

- 9.1 ACCD shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of CITY. In the event ACCD assigns any interest or right in this Agreement without the prior written consent, all Proceeds, interest and investment earnings remaining unused by CITY shall be remitted to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, plus interest and investment earnings, which would otherwise have been deposited in the Account for use by CITY in connection with this and the Interlocal Agreements, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.
- 9.2 CITY shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of ACCD.

X. AMENDMENT

- 10.1 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties, and approved by subsequent City Council and ACCD Board approval.

XI. TERM

- 11.1 The term of this Agreement shall be for a period of fifteen (15) years, and shall commence April 1, 2001 and terminate March 31, 2016. The Agreement shall automatically renew every year thereafter, without notice and without further action by CITY or ACCD, unless this Agreement is terminated pursuant to any of its provisions.
- 11.2 During year twelve (12) of the initial 15-year term, the parties agree to meet and confer regarding the utilization and expenditure of Funds pursuant to this Agreement. Either party may provide notice to the other party in accordance with Section XIII, Notice, to initiate said conference.

XII.
TERMINATION

- 12.1 In the event CITY terminates this Agreement prior to the expiration of the 15-year term, the parties agree to meet and confer regarding the utilization and expenditure of Proceeds.
- 12.2 In the event ACCD terminates this Agreement prior to the expiration of the 15-year term, all Proceeds, interest and investment earnings remaining unused by CITY shall be remitted to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by CITY in connection with this Agreement, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.

XIII.
NOTICE

- 13.1 Unless specifically provided for otherwise, any notice required or permitted to be given under this Agreement shall be given in writing and sent certified mail, return receipt requested, postage prepaid to CITY or ACCD at the addresses set forth below, or to any other address of which written notice of change is given:

CITY OF SAN ANTONIO

City of San Antonio
Attention: Mr. Ramiro Cavazos
Director, Economic Development Department
P.O. Box 839966
City Hall, 4th Floor
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
100 Military Plaza
San Antonio, Texas 78205

and

ALAMO COMMUNITY COLLEGE DISTRICT

Dr. Robert W. Ramsay
Chancellor
201 W. Sheridan, Building B
San Antonio, Texas 78204-1429

XIV.
AUTHORITY

- 14.1 The signer of this Agreement for ACCD represents and warrants that he has full legal authority to execute this Agreement on behalf of ACCD and to bind ACCD to the terms and conditions herein contained.

14.2 The signer of this Agreement for CITY represents and warrants that he has full legal authority to execute this Agreement on behalf of CITY and to bind CITY to the terms and conditions herein contained.

**XV.
CAPTIONS**

15.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

**XVI
ENTIRE AGREEMENT**

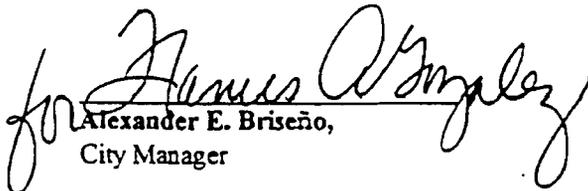
16.1 This Agreement, together with its authorizing ordinance, minute order, and Exhibit A constitute the final and entire agreement between the parties and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same be executed in accordance with Section XII, Amendment.

**XVII
SEVERABILITY**

17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision had not been contained herein. It is also the intention of the parties hereto that in lieu of such clause or provision in this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement, 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.

IN WITNESS WHEREOF, I hereby execute this document on the ___ day of _____, 2001.

CITY OF SAN ANTONIO


Alexander E. Briseño,
City Manager

Approved as to Form: _____

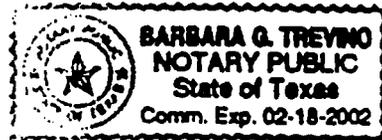

Frank J. Garza,
City Attorney

STATE OF TEXAS)(
COUNTY OF BEXAR)(

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that each of them executed same for the purpose herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of May, 2001.

Barbara G. Trevino
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



My Commission Expires:

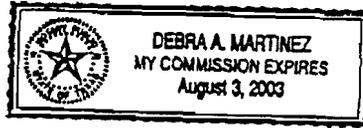
02-18-2002

STATE OF TEXAS)(
COUNTY OF BEXAR)(

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that each of them, executed same for the purpose herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of March, 2001.

Debra A. Martinez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

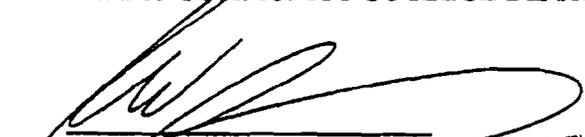


My Commission Expires:

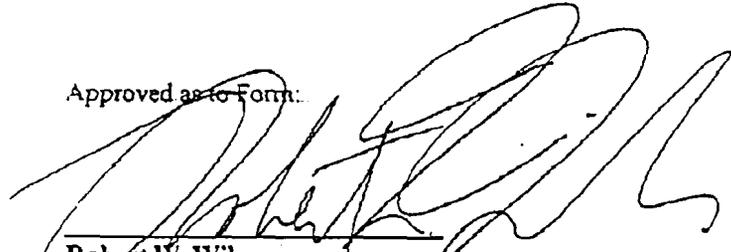
August 3, 2003

IN WITNESS WHEREOF, I hereby execute this document on the 27 day of March, 2001.

ALAMO COMMUNITY COLLEGE DISTRICT



Dr. Robert W. Ramsay,
Chancellor

Approved as to Form:


Robert W. Wilson,
Attorney for the Alamo Community College District

ATTACHMENT II

Exhibit #1
Inter-local Agreement Program and Budget Plan

A. Budget and Program Plan

Category	Fiscal Year 2007-2008			Fiscal Year 2006-2007		
	Budget	Planned Enrollments	Cost Per Enrollment	Budget	Enrolled	Cost Per Enrollment
Alamo Area Academies	\$395,779	250	\$1,583	\$348,900	187	\$1,866
COSA Employee City-Wide Training (HR)	\$174,931	1,002	\$175	\$191,870	868	\$221
DCI Transitional Workforce Training	\$165,800	1,944	\$85	\$165,400	805	\$205
Customized Training (EDD)	\$350,000	792	\$442	\$125,000	396	\$316
Space TEAMS (Northwest Vista College)	\$90,000	90	\$1,000	\$90,000	95	\$947
Westside Educational Training Center	\$150,000	403	\$372	\$80,000	367	\$218
Audit Account Funding	\$35,000	N/A	N/A	\$25,000	N/A	N/A
Total	\$1,361,510	4,481	\$304	\$1,026,170	2,718	\$378

B. FY 2006 – 07 Program Highlights

- ACCD and City of San Antonio relationships and communication are enhanced by the Inter-local agreement.
- ACCD becomes the primary training provider for the City of San Antonio employees and workforce development programs with actual enrollments of 2,718 enrollments.
- COSA contracts cover all instructional costs and also generate additional contact hour revenue. Thus an additional \$355,120.58 based on **98,728 contact hours**, was generated by Inter-local agreement programs.
- Inter-local agreement systemically connects ACCD to City of San Antonio Economic Development Prospects
- City of San Antonio markets ACCD programs in their publications, as appropriate.
- All Colleges delivered courses for COSA Training (see itemized enrollment table)

C. FY 2006 – 07 Itemized Enrollment Table

FY 2006-07 Itemized Enrollment Table

College	Class	Enrolled	Contact Hours	Total Contact Hrs	ACCD Cost	THECB Revenue	THECB Rate
NVC	Sexual Harassment for Supervisors	9	8	72	\$ 698.00	\$219	3.045765
	Sexual Harassment for Supervisors	11	8	88	\$ 698.00	\$268	3.045765
	Sexual Harassment for Supervisors	7	8	56	\$ 698.00	\$171	3.045765
	Sexual Harassment for Supervisors	9	8	72	\$ 698.00	\$219	3.045765
	Sexual Harassment for Supervisors	10	8	80	\$ 698.00	\$244	3.045765
	Sexual Harassment for Supervisors	9	8	72	\$ 698.00	\$219	3.045765
				0		\$0	
NVC	MS Excel Application	11	16	176	\$ 4,070.00	\$637	3.620109
	Microsoft PowerPoint	6	8	48	\$ 2,721.00	\$174	3.620109
				0		\$0	
SPC	Interpersonal Skill-Workplace	14		0	\$ 1,000.00	\$0	
	Computer Keyboarding	13	28	364	\$ 1,400.00	\$1,270	3.489577
	Intro to MS Word	12	20	240	\$ 1,000.00	\$869	3.620109
	Intro to Internet & Email	7	8	56	\$ 400.00	\$203	3.620109
	Intro to MS Excel	9	20	180	\$ 1,000.00	\$652	3.620109
	Intro to PowerPoint	7	8	56	\$ 400.00	\$203	3.620109
				0		\$0	
NVC	Building Customer Service Skills	10	52	520	\$ 4,800.00	\$1,964	3.776749
				0		\$0	
SPC	Supervisory Facilitator Training	12	70	840	\$ 6,800.00	\$2,931	3.489577
				0		\$0	
NVC	Compassion Fatigue	11	4	44	\$ 1,500.00	\$0	
	Compassion Fatigue	12	4	48	\$ 1,500.00	\$0	
				0		\$0	
SPC	Intro to Excel	16	21	336	\$ 1,050.00	\$1,216	3.620109
	Intro to Word	13	24	312	\$ 1,200.00	\$1,129	3.620109
	Intro to Word	14	21	294	\$ 1,050.00	\$1,064	3.620109
	Intro to PowerPoint	6	20	120	\$ 1,000.00	\$434	3.620109
	Intro to Internet & Email	18	24	432	\$ 1,200.00	\$1,564	3.620109
	Intro to Internet & Email	18	21	378	\$ 1,050.00	\$1,368	3.620109
	Intro to Internet & Email	17	20	340	\$ 1,000.00	\$1,231	3.620109

	Intro to Internet & Email	16	20	320	\$ 1,000.00	\$1,158	3.620109
	Intro to Internet & Email	14	20	280	\$ 1,000.00	\$1,014	3.620109
	Intro to Internet & Email	7	20	140	\$ 1,000.00	\$507	3.620109
	Intro to PC & Keyboarding	10	28	280	\$ 1,400.00	\$977	3.489577
	Intro to PC & Keyboarding	11	20	220	\$ 1,000.00	\$768	3.489577
	Intro to PC & Keyboarding	14	30	420	\$ 1,500.00	\$1,466	3.489577
	Intro to PC & Keyboarding	17	20	340	\$ 1,000.00	\$1,186	3.489577
	Intro to PowerPoint	11	20	220	\$ 1,000.00	\$796	3.620109
	Intro to PowerPoint	11	20	220	\$ 1,000.00	\$796	3.620109
	Intro to PowerPoint	11	20	220	\$ 1,000.00	\$796	3.620109
	Intro to PowerPoint	16	20	320	\$ 1,000.00	\$1,158	3.620109
	Intro to Internet & Email	13	20	260	\$ 1,000.00	\$941	3.620109
	Intro to Internet & Email	18	21	378	\$ 1,050.00	\$1,368	3.620109
	Intro to PC & Keyboarding	12	28	336	\$ 1,400.00	\$1,172	3.489577
	Intro to PC & Keyboarding	9	30	270	\$ 1,500.00	\$942	3.489577
	Intro to Word	20	28	560	\$ 1,400.00	\$2,027	3.620109
	Intro to Word	6	20	120	\$ 1,000.00	\$434	3.620109
	Intro to PC & Keyboarding	7	8	56	\$ 400.00	\$195	3.489577
	Intro to PC & Keyboarding	18	12	216	\$ 600.00	\$754	3.489577
NVC	Building Customer Service Skills	10	52	520	\$ 4,800.00	\$2,158	4.150943
	Job Readiness	5	10	50	\$ 2,950.00	\$174	3.489577
	Customer Service Skills	17	40	680	\$ 4,100.00	\$2,373	3.489577
	Customer Service Skills	6	40	240	\$ 4,100.00	\$837	3.489577
SPC	Intro to PC & Keyboarding	14	30	420	\$ 1,500.00	\$1,466	3.489577
	Intro to PowerPoint	8	21	168	\$ 1,050.00	\$608	3.620109
	Intro to Word	8	24.5	196	\$ 1,225.00	\$710	3.620109
	Intro to Word	19	20	380	\$ 1,000.00	\$1,376	3.620109
	Intro to Excel	7	12	84	\$ 600.00	\$304	3.620109
	Intro to Excel	15	16	240	\$ 800.00	\$869	3.620109
	Job Readiness Skills	15	10	150	\$ 500.00	\$523	3.489577
SPC	Intro to Word	20	20	400	\$ 1,000.00	\$1,448	3.620109
	Intro to Word	17	20	340	\$ 1,000.00	\$1,231	3.620109
	Intro to Word	11	21	231	\$ 1,050.00	\$836	3.620109
	Intro to Excel	14	20	280	\$ 1,000.00	\$1,014	3.620109

	Intro to PC & Keyboarding	19	30	570	\$ 1,500.00	\$1,989	3.489577
	Intro to Word	6	20	120	\$ 1,000.00	\$434	3.620109
	Intro to Excel	5	19	95	\$ 950.00	\$344	3.620109
	Construct Cost Estimate COSA/CE	19	40	760	\$ 4,810.00	\$2,870	3.776749
NVC	Compassion Fatigue	11	4	44	\$ 1,025.00	\$166	3.776749
NVC	Facilitator Training	18	40	720	\$ 4,264.00	\$2,512	3.489577
NVC	Train-the-Trainer	19	40	760	\$ 5,200.00	\$2,652	3.489577
				0		\$0	
SAC	Anger Management	22	80	1760	\$ 1,200.00	\$6,142	3.489577
SAC	Business Writing	22	80	1760	\$ 1,200.00	\$6,142	3.489577
SAC	Time Management	19	80	1520	\$ 1,200.00	\$5,304	3.489577
		868	1,631	22,888	\$ 107,603.00	\$ 81,191.99	
SPC	Intro to Access	10	102	1020	\$ 5,100.00	\$3,693	3.620109
SPC	Intro to Excel	7	26	182	\$ 1,300.00	\$659	3.620109
SPC	Intro to Word	9	189	1701	\$ 9,450.00	\$6,158	3.620109
SPC	Intro to Word	16	189	3024	\$ 9,450.00	\$10,947	3.620109
SPC	Intro to Internet & Mail	6	184	1104	\$ 9,200.00	\$3,997	3.620109
SPC	Intro to Word	10	189	1890	\$ 9,450.00	\$6,842	3.620109
SPC	Intro to Access	15	102	1530	\$ 5,100.00	\$5,539	3.620109
SPC	Intro to Word	16	189	3024	\$ 9,450.00	\$10,947	3.620109
SPC	Intro to Access	7	102	714	\$ 5,100.00	\$2,585	3.620109
SPC	Intro to Access	15	102	1530	\$ 5,100.00	\$5,539	3.620109
SPC	Intro to Publisher	18	45	810	\$ 2,250.00	\$2,932	3.620109
SPC	Intro to Power Point	8	26	208	\$ 1,300.00	\$753	3.620109
SPC	Intro to Word	15	189	2835	\$ 9,450.00	\$10,263	3.620109
SPC	Intro to Internet & Mail	13	184	2392	\$ 9,200.00	\$8,659	3.620109
SPC	Intro to Internet & Mail	16	184	2944	\$ 9,200.00	\$10,658	3.620109
SPC	Intro to Internet & Mail	20	184	3680	\$ 9,200.00	\$13,322	3.620109
SPC	Intro to Internet & Mail	10	184	1840	\$ 9,200.00	\$6,661	3.620109
SPC	Intro to Internet & Mail	15	184	2760	\$ 9,200.00	\$9,992	3.620109
SPC	Intro to Internet & Mail	19	184	3496	\$ 9,200.00	\$12,656	3.620109
SPC	Intro to Computer/Keyboard	16	172	2752	\$ 8,600.00	\$9,963	3.620109
SPC	Intro to PC/Keyboard	9	172	1548	\$ 8,600.00	\$5,604	3.620109
SPC	Computer Keyboarding	19	172	3268	\$ 8,600.00	\$11,831	3.620109
SPC	Intro to Computer/Keyboard	19	172	3268	\$ 8,600.00	\$11,831	3.620109

SPC	Intro to Computer/Keyboard	15	172	2580	\$ 8,600.00	\$9,340	3.620109
SPC	Intro to Computer/Keyboard	22	172	3784	\$ 8,600.00	\$13,698	3.620109
SPC	Intro to Excel	8	26	208	\$ 1,300.00	\$753	3.620109
SPC	Intro to Word	7	189	1323	\$ 9,450.00	\$4,789	3.620109
SPC	Intro to Outlook	13	4	52	\$ 200.00	\$188	3.620109
SPC	Intro to Word	20	189	3780	\$ 9,450.00	\$13,684	3.620109
SPC	Intro to Internet & Mail	20	184	3680	\$ 9,200.00	\$13,322	3.620109
SPC	Intro to Publisher	14	45	630	\$ 2,250.00	\$2,281	3.620109
SPC	Intro to Publisher	7	45	315	\$ 2,250.00	\$1,140	3.620109
SPC	Intro to Internet & Mail	20	184	3680	\$ 9,200.00	\$13,322	3.620109
SPC	Intro to Power Point	8	26	208	\$ 1,300.00	\$753	3.620109
NVC	Customer Svc Skills	7	52	364	\$ 4,800.00	\$1,270	3.489577
NVC	Interpersonal Skills	7	20	140	\$ 2,950.00	\$489	3.489577
NVC	Customer Svc Skills	13	52	676	\$ 4,800.00	\$2,359	3.489577
NVC	Interpersonal Skills	6	20	120	\$ 2,950.00	\$419	3.489577
NVC	Customer Svc Skills	19	52	988	\$ 4,800.00	\$3,448	3.489577
NVC	Interpersonal Skills	18	20	360	\$ 2,950.00	\$1,256	3.489577
NVC	Customer Svc Skills	17	52	884	\$ 4,800.00	\$3,085	3.489577
SPC	Job Readiness Skills	2	10	20	\$ 500.00	\$70	3.489577
SPC	Job Readiness Skills	3	10	30	\$ 500.00	\$105	3.489577
SPC	Job Readiness Skills	5	10	50	\$ 500.00	\$174	3.489577
SPC	Job Readiness Skills	13	10	130	\$ 500.00	\$454	3.489577
SPC	Job Readiness Skills	20	10	200	\$ 500.00	\$698	3.489577
NVC	Interpersonal Skills	9	20	180	\$ 2,950.00	\$628	3.489577
NVC	Customer Svc Skills	9	52	468	\$ 4,800.00	\$1,633	3.489577
NVC	Interpersonal Skills	9	20	180	\$ 2,950.00	\$628	3.489577
SPC	Interview Skills	17	10	170	\$ 500.00	\$593	3.489577
SPC	Resume Writing	2	10	20	\$ 500.00	\$70	3.489577
SPC	Job Application	3	10	30	\$ 500.00	\$105	3.489577
SPC	Interview Skills	3	10	30	\$ 500.00	\$105	3.489577
SPC	Job Application	1	10	10	\$ 500.00	\$35	3.489577
SPC	Job Application	1	10	10	\$ 500.00	\$35	3.489577
SPC	Resume Writing	21	10	210	\$ 500.00	\$733	3.489577
SPC	Interview Skills	28	10	280	\$ 500.00	\$977	3.489577
SPC	Interview Skills	2	10	20	\$ 500.00	\$70	3.489577
SPC	Resume Writing	12	10	120	\$ 500.00	\$419	3.489577
SPC	Job Application	8	10	80	\$ 500.00	\$279	3.489577
SPC	Interview Skills	16	10	160	\$ 500.00	\$558	3.489577
SPC	Job Readiness Skills	14	10	140	\$ 500.00	\$489	3.489577
SPC	Job Readiness Skills	5	10	50	\$ 500.00	\$174	3.489577
SPC	Job Readiness Skills	3	10	30	\$ 500.00	\$105	3.489577
SPC	Job Readiness Skills	6	10	60	\$ 500.00	\$209	3.489577
SPC	Job Readiness Skills	3	10	30	\$ 500.00	\$105	3.489577
SPC	Job Readiness Skills	4	10	40	\$ 500.00	\$140	3.489577
SPC	Facilitator Training	9	32	288	\$ 3,100.00	\$1,005	3.489577
				0			3.489577
				0			3.489577

PAC	Intro to Surveying-COSA	10	48	480	\$ 6,000.00	\$1,813	3.776749
PAC	Intro to Surveying-COSA	12	48	576	\$ 6,000.00	\$2,175	3.776749
PAC	Cartography Understand	6	76	456	\$ 5,200.00	\$1,722	3.776749
	Total	805	5,456.00	75,840	\$303,650.00	\$273,928.59	
	Grand Total	1,673	7,087.50	98,728	\$411,253	\$355,120.58	

ATTACHMENT III

INTERLOCAL AGREEMENT BETWEEN ACCD AND CITY

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____ passed and approved on _____, 2007, and the Alamo Community College District (hereinafter referred to as "ACCD") acting by and through the Chancellor or designee, pursuant to the minute order passed by the ACCD Board of Trustees on _____, 2007, having agreed, through the Settlement Agreement, attached hereto and incorporated herein for all purposes as Exhibit I, to establish an Account to provide customized training and college hours to CITY employees and various designated CITY programs and for any other lawful purpose in furtherance of CITY'S Economic Development Strategies and Workforce Development, agree that same shall be administered and implemented as described below.

I. DEFINITIONS

- 1.1 The term "ACCD" as used herein shall refer to the Alamo Community College District.
- 1.2 The term "Account" as used herein shall refer to that account established pursuant to the Settlement Agreement (Exhibit I) which consists of Proceeds to be used in connection with this Agreement.
- 1.3 The term "CITY" as used herein shall refer to the City of San Antonio.
- 1.4 The term "CPS" as used herein shall refer to the City of San Antonio CPS Energy, formerly known as City Public Service, or its successor in interest.
- 1.5 The term "Proceeds" as used herein shall refer to fourteen percent (14%) of the electric and natural gas charges billed by CPS Energy to the Alamo Community College District, which may otherwise collectively be referred to as "Funds".

II. TERM

- 2.1 While the parties agree that the term of this Agreement shall coincide with the term of the Settlement Agreement (attached hereto and incorporated herein as Exhibit I), which said term is agreed to be fifteen (15) years, from April 1, 2001 through March 31, 2016, the parties acknowledge that pursuant to the Interlocal Cooperation Act, this Agreement is subject to annual review. Therefore, the term of this Agreement shall commence April 1, 2007 and terminate March 31, 2008 and may be renewed, annually, for eight (8) additional one (1) year terms, or until such time as all Proceeds plus interest and investment earnings, having accrued pursuant to the Settlement Agreement, are utilized by CITY, subject to subsequent City Council and ACCD Board approval.
- 2.2 Should ACCD decide not to renew this Agreement pursuant to the provisions of Subsection 2.1, all Proceeds, interest and investment earnings remaining unused by CITY shall be paid over to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by CITY in connection with this Interlocal Agreement and the Settlement Agreement, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.

III.
ACCOUNTING FOR DEPOSITS

- 3.1 Within thirty (30) days following the end of each quarter -- March 31st, June 30th, September 30th and December 31st-- during the term of this Agreement, **ACCD** shall provide to **CITY**, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, as well as through its Director of Economic Development at P.O. Box 839966, San Antonio, Texas 78283-3966, in accordance with Section X. (Notice), an accounting of the Account established pursuant to Subsection 3.1 of the Settlement Agreement. **ACCD** shall provide a copy of the monthly TexPool Investment Pool statement, which indicates interest earned per month, and **ACCD's** monthly CPS analysis statement; including its calculation of the 14% attributable to **CITY** plus any interest and investment earnings for the quarter.

IV.
DESIGNATION OF HOURS AND TRAINING

- 4.1 In lieu of receipt of a portion of the Proceeds, in the amount of \$2,981,571.92 by **CITY**, **ACCD** agrees to utilize such Funds to establish a high-technology center which may include, but not be limited to, finish-out of Building 210 located at Kelly AFB, or other equivalent facility, so long as such facilities are used for the purpose of providing customized training, college hours to **CITY** employees, various **CITY** designated program or for any other lawful purpose that supports **CITY's** Economic Development Strategies and Workforce Development.

- 4.2 In lieu of receipt of a portion of the Proceeds which have accrued for the period from January 1, 2000 through the commencement date of this Agreement, **ACCD** agrees to provide, and **CITY** agrees to accept, college hours for **CITY** employees and programs designated by **CITY**, including tuition reimbursement and/or any other lawful purpose that supports **CITY's** Economic Development Strategies and Workforce Development.

Exclusive of those **CITY** employees applying for tuition reimbursement, no less than five (5) days prior to the commencement of **ACCD's** Spring, Summer and Fall training, respectively, **CITY** agrees to provide **ACCD** with the number of **CITY** employee and designated **CITY** program participants to receive college hours, as applicable.

- 4.3 The parties agree that **CITY** is not required to use any specific amount of college hours, training, books, or materials in any given semester or year and that all Proceeds in the Account including, but not limited to, Proceeds plus interest and investment earnings, shall be maintained by **ACCD** in the Account until all sums are used by **CITY** in accordance with provisions of this Agreement and the Settlement Agreement (Exhibit I)

- 4.4 **CITY** agrees to request customized training for **CITY** employees and/or entities or programs designated by **CITY**, through its Director of Economic Development Department, or his designee, or for any other lawful purpose in furtherance of **CITY'S** Economic Development Strategies and Workforce Development. Furthermore, **CITY** agrees to inform **ACCD**, no less than five (5) days prior to the commencement of customized training, the designated number and names of the City program participants in the requested customized training, as applicable.

V.

ACCOUNTING FOR EDUCATION AND TRAINING

- 5.1 **ACCD** will, at the commencement of the semester or scheduled training, as applicable, send an invoice to the **CITY** listing all individuals registered in those classes. Once approved by the **CITY**, **ACCD** may withdraw from the Account established pursuant to Section III of the Settlement Agreement, (Education and Training Account), an amount equal to the costs of said college hours, training, books and/or materials, or for any other lawful purpose in furtherance of City's Economic Development Strategies and Workforce Development, deposit said funds in **ACCD's** general fund, and forward to the **CITY** Director of Finance and Director of Economic Development a quarterly accounting of the withdrawal. If a dispute arises regarding whether the hours were taken, training was provided, certain books and materials were used, or regarding the costs used to calculate the amount to be withdrawn from the Account, that portion in dispute shall be returned to the established Account until the dispute has been resolved, in accordance with Section VII, (Audit of Records).

The parties (**CITY** and **ACCD**) agree and understand that the Proceeds available for reimbursement (not to exceed \$80,000.00) to **ACCD** for Administrative Costs to administer and implement this Interlocal Agreement, pursuant to Section II of the Settlement Agreement (Building Account) regarding the Advanced Technology Center, have been exhausted as provided for in a prior term of this Interlocal Agreement. The parties further agree and understand that the authority for said reimbursement toward Administrative Costs under the Settlement Agreement, and pursuant to this Interlocal Agreement, expired on March 31, 2004.

- 5.2 In calculating the cost of college hours, customized training books, materials, or for any utilization in furtherance of **CITY's** Economic Development Strategies and Workforce Development, **ACCD** agrees to use the rates or costs in effect at such time as the college hours are taken or the customized training is provided and the books and materials are utilized. In the event no rate or cost is established for the requested training, or for the specific books and materials, **CITY** and **ACCD** shall agree, in writing, on a rate to be used in said calculation.

Any refund of costs must be in accordance with **ACCD** refund policies in effect at such time as the college hours are taken or the customized training is provided.

- 5.3 No later than sixty (60) days after the conclusion of each semester, **ACCD** shall provide **CITY**, through the Director of Economic Development, with an accounting as follows: (1) list of **CITY** employees and designated **CITY** program participants completing **ACCD** college hours; (2) number of college hours completed; (3) cost per college hour; (4) list of books and materials utilized, if applicable; (5) cost of books and materials, if applicable; and (6) total cost.
- 5.4 No later than sixty (60) days after the conclusion of each customized training session, **ACCD** shall provide **CITY**, through the Director of Economic Development, with an accounting as follows: (1) name of **CITY**-designated Program for which training was provided; (2) description of the customized training; (3) number of hours training utilized; (4) cost per training hour or rate; (5) list of books and materials utilized, if applicable; (6) cost of books and materials, if applicable; and (7) total cost.

VI.
RECORD RETENTION

6.1 ACCD shall retain all records, documents and accounting records created or pertaining, directly or indirectly, to this Agreement, throughout the term of this Agreement, and for the longer of that period which CITY or ACCD is required to retain such documents, as established by the Texas State Library and Archives Commission. Upon conclusion of such period, ACCD agrees to make copies, at the CITY's request, of all such records, documents and accounting records for City or its designated representative, that have not been furnished previously pursuant to this Agreement or the Settlement Agreement, subject to a student's consent, as required by law and if applicable, at no additional cost to CITY.

VII.
AUDIT OF RECORDS

7.1 For this "Year Seven" of the fifteen-year Interlocal Agreement, the CITY and ACCD agree to procure the services of an independent, third-party auditor to conduct a performance review of the contracts paid out of the Education and Training Account by December 31, 2007. The scope of work will be sufficient to determine that all contracts secured pursuant to this Interlocal Agreement are meeting the performance goals/expectations required under those contracts and in accordance with this Interlocal Agreement and the Settlement Agreement.

7.2 The cost of the audit(s) required by Subsection 7.1 may be paid out of the Education and Training Account, established through Section III, (Education and Training Account), of the Settlement Agreement, in an amount not to exceed \$35,000.00.

7.3 ACCD shall maintain all records, documents and accounting records generated directly or indirectly as a result of this Agreement at its main office and shall make such records, documents and accounting records available to CITY, during ACCD's regular business hours, as often as CITY deems necessary, for purposes of auditing, inspecting or making copies of same by CITY or its designated representative(s), subject to a student's consent, as required by law.

VIII.
AMENDMENT

8.1 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the parties and authorized by the parties' respective governing body.

IX.
TERMINATION

9.1 In the event CITY terminates this Agreement prior to the expiration of the 15-year term, the parties agree to meet and confer regarding the utilization and expenditure of Proceeds.

9.2 In the event ACCD terminates this Agreement prior to the expiration of the 15-year term, all Proceeds, interest and investment earnings remaining unused by CITY shall be remitted to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by CITY in connection with this Agreement, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.

X.
NOTICE

- 10.1** Unless specifically provided for otherwise, any notice required or permitted to be given under this Agreement shall be given in writing and sent certified mail, return receipt requested, postage prepaid to **CITY** or **ACCD** at the addresses set forth below, or to any other address of which written notice of change is given:

CITY OF SAN ANTONIO

City of San Antonio
Attn: Director
Economic Development Department
P.O. Box 839966
City Hall, 4th Floor
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
100 Military Plaza
San Antonio, Texas 78205

and

ALAMO COMMUNITY COLLEGE DISTRICT

Chancellor for Administration
201 W. Sheridan, Building B
San Antonio, Texas 78204-1429

XI.
VENUE AND GOVERNING LAW

- 11.1** Any legal action or proceeding brought, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar County, Texas.
- 11.2** This Agreement shall be construed under and in accordance with the laws of the State of Texas.

XII.
ASSIGNABILITY

- 12.1** **ACCD** shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of **CITY**. In the event **ACCD** assigns any interest or right in this Agreement without the prior written consent, all Proceeds, interest and investment earnings remaining unused by **CITY** shall be remitted to **CITY**, in cash, upon written notice by **CITY** to **ACCD**; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by **CITY** in connection with this Agreement, shall be paid directly to **CITY**, on an annual basis, for the balance of the 15-year term hereof.



12.2 CITY shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of ACCD.

XIII.
INCORPORATION OF EXHIBITS

13.1 All exhibits referred to herein and attached hereto are intended to be, and hereby are, specifically made a part of this Agreement. The exhibits are as follows:

Settlement Agreement	Exhibit I
Year Seven Interlocal Budget	Exhibit II
CITY's Authorizing Ordinance	Exhibit III
ACCD's Authorizing Minute Order	Exhibit IV

13.2 Should there be any conflict or inconsistency between this Agreement and Exhibit I, the terms of Exhibit I shall control. In the event of a conflict between this Agreement, Exhibit I, and Exhibit III, Exhibit III shall control.

XIV.
SEVERABILITY

14.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision had not been contained herein. It is also the intention of the parties hereto that in lieu of such clause or provision in this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement, 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.

XV.
CAPTIONS

15.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON FOLLOWING PAGE.

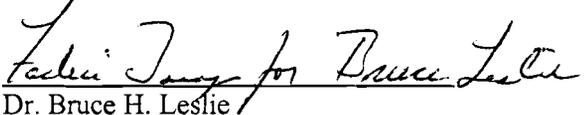
XVI.
SIGNATURES

16.1 EXECUTED in duplicate originals, this the _____ day of _____, 2007.

CITY
City of San Antonio

ACCD
Alamo Community College District

Sheryl Sculley
City Manager



Dr. Bruce H. Leslie
Chancellor for Administration

ATTEST:

ATTEST:

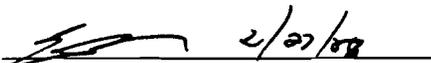
Leticia Vacek
City Clerk

By: _____
Title: _____

Approved as to form:

Approved as to form:

Michael Bernard
City Attorney



Attorney for the Alamo Community
College District

EXHIBIT I
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

WHEREAS, in 1987, the Fourth Court of Appeals in City of San Antonio v. Alamo Community College District, rendered judgement in favor of the City of San Antonio ("CITY") requiring the Alamo Community College District ("ACCD") to pay that portion of their electric and natural gas service bills destined to be paid to the City; and

WHEREAS, in the spirit of cooperation, the parties have agreed to a release, and an expenditure of a portion of the Proceeds to establish a High Technology Center to be utilized in furtherance of CITY'S Economic Development Strategies and Workforce Development; and

WHEREAS, the parties have also agreed to the establishment of an Account and expenditure of Proceeds therein to provide customized training, classroom hours, books and materials for CITY employees, various CITY designated programs and for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development subject to the terms established herein; and

WHEREAS, the parties have attached an Interlocal Agreement between the CITY and ACCD for the purpose of memorializing the parties intent as to the annual implementation and administration of the customized training classroom hours and materials to CITY employees, various CITY designated programs and for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development, which is attached as Exhibit "A" and is hereby incorporated into this Agreement for all purposes; and

WHEREAS, the parties wish to memorialize their mutual assent by means of this Agreement; **NOW THEREFORE:**

The City of San Antonio (hereinafter referred to as "CITY"), acting through its City Manager, Alexander E. Briseño, pursuant to Ordinance No. 93625, passed and approved March 22, 2001, and the Alamo Community College District (hereinafter referred to as "ACCD"), acting through its Chancellor, Robert W. Ramsay, pursuant to the minute order, passed by the ACCD Board of Trustees on February 20, 2001, which the parties covenant and agree as follows:

I. DEFINITIONS

- 1.1 The term "ACCD" as used herein shall refer to the Alamo Community College District.
- 1.2 The term "Account" as used herein shall refer to that account that consists of Proceeds and is established to be used in connection with this Agreement.
- 1.3 The term "Administrative Costs" means reasonable costs directly incurred by ACCD related to this agreement. These costs include, but are not limited to, costs and expenses for administration and implementation of this Agreement.
- 1.4 The term "Building Account" as used herein shall refer to that account established to be used in connection with the establishment of a high-technology center, as further described by Section II. Building Account.
- 1.5 The term "CITY" as used herein shall refer to the City of San Antonio.

- 1.6 The term "CPS" as used herein shall refer to the City of San Antonio City Public Service, or its successor in interest.
- 1.7 The term "High Technology Center" as use herein shall refer to a facility that will be used to train CITY employees, various CITY designated programs, or for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development.
- 1.8 The term "Proceeds" as used herein shall refer to fourteen percent (14%) of the electric and natural gas charges billed by City Public Service to the Alamo Community College District, which may otherwise be referred to as "Funds"

II. BUILDING ACCOUNT

- 2.1 The parties acknowledge and agree that ACCD has maintained a portion of Proceeds in a Building Account with a Bank in the City of San Antonio, at it's sole cost and expense, through December 31, 1999, having a balance of \$2,981,571.92.
- 2.2 The parties agree that such amount having accrued in said Building Account, as mentioned above in subsection 2.1, shall be utilized by ACCD for establishing a high-technology center, which may include, but not be limited to, finish-out, improvements and purchase of equipment at Building 210 located on the premises of Kelly AFB, or other equivalent facility so long as such facility is used for the purpose of providing customized training, or college hours to CITY employees, various designated CITY programs, or for any other lawful purpose in furtherance of CITY's Economic Development Strategies or Workforce Development.
- 2.3 ACCD, no later than June 1, 2002, shall provide CITY with a budget for the establishment of the high-technology center, which may include, but not be limited to, finish-out, improvements and purchase of equipment at Building 210 or other equivalent facility as provided by subsection 2.2. ACCD shall provide an accounting to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, sent in accordance with Section XIII. Notice, of all monies used in connection with the establishment of the high technology center every month during the construction of said finish-out and improvements, and purchase of equipment, as applicable. The total of all CITY's contribution to said establishment of the high-technology center, which may include, but not be limited to finish-out, improvements and purchase of equipment, shall be limited to the total as established in subsection 2.1.
- 2.4 ACCD shall forward to CITY any and all plans for the finish-out and improvements of Building 210 or equivalent facility, as provided for in subsection 2.2, no later than fourteen (14) days before ACCD commences said finish-out and improvements, if applicable. CITY shall have the right to review said plans. All plans submitted to CITY for its review shall comply with all applicable Building Codes.
- 2.5 No later than the tenth (10th) day of every month during construction or finish-out, ACCD shall provide an accounting to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, sent in accordance with Section XIII. Notice, of the Building Account used in connection with the establishment of a high-technology center.
- 2.6 In the event that the amount established in subsection 2.1 are not expended in connection with the establishment of a high-technology center, including, but not limited to, finish-out, improvements

and purchase of equipment at Building 210, or other equivalent facility, CITY and ACCD agree to meet and confer regarding the expenditure and designation of the remaining amount.

- 2.7 In the expenditure of the Building Account, as provided for in subsection 2.2, ACCD shall comply with all applicable local, state and federal laws, rules and regulations

III.

EDUCATION AND TRAINING ACCOUNT

- 3.1 Effective April 1, 2001, ACCD shall establish an Account pursuant to this Section, as described below. ACCD shall deposit in said Account an amount equal to approximately \$415,853.00, that amount which has accrued from January 1, 2000 through the commencement date of this Agreement.
- 3.2 Commencing April 1, 2001 and throughout the term of this Agreement, pursuant to the provisions contained herein, ACCD also agrees to deposit and maintain in said Account, fourteen percent (14%) of its monthly electric and natural gas billed by City Public Service to ACCD, otherwise referred to as Proceeds, plus interest and investment earnings, to be utilized to provide classroom hours, customized training to CITY employees and various CITY designated programs or for any other lawful purpose in furtherance of the CITY'S Economic Development Strategies and Workforce Development as established in the Interlocal Agreement (Exhibit A).
- 3.3 ACCD shall maintain the Proceeds, interest and investment earnings in the Account, which shall be separate and apart from its other accounts, including, but not limited to the Building Account described in Subsection II. Building Account, above, at a Bank in the City of San Antonio, at its sole cost and expense. The Account shall be maintained by ACCD so long as this Agreement is in effect or so long as the Proceeds plus interest and investment earnings remain unused by CITY, whichever is later. All Proceeds plus interest and investment earnings maintained in said Account shall be appropriately safeguarded and secured by FDIC and eligible security, in accordance with the Texas Public Funds Collateral Act. All Proceeds plus interest and investment earnings shall be invested by ACCD in accordance with the Texas Public Funds Investment Act, as amended.
- 3.4 The parties agree that all such amounts and Proceeds, interest and investment earnings in said Account accruing from January 1, 2000, through March 31, 2016 shall be used for the provision by ACCD to CITY of college hours, customized training, for CITY employees and various programs designated by CITY or for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development.
- 3.5 The parties agree that CITY is not required to use any specific amount of college hours, training, books, or materials in any given semester or year, and that all Funds in the Account, including but not limited to, Proceeds plus interest and investment earnings, will be maintained by ACCD in the Account until all sums are used by, CITY in accordance with Subsection 3.2 and the Interlocal Agreement (Exhibit A).

IV.

ACCOUNTING FOR DEPOSITS

- 4.1 At the end of each quarter -- March 31st, June 30th, September 30th and December 31st -- of each and every year during the term of this Agreement, ACCD shall provide to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, in accordance with Section XIII. Notice, an accounting of the Account established pursuant to Subsection 3.1 of this Agreement. ACCD shall

provide a copy of the monthly bank statement pertaining to this Account; ACCD's CPS monthly analysis statement; its calculation of the 14% attributable to CITY; and interest and investment earnings for the quarter.

V.
AUDIT OF RECORDS

- 5.1 In the event a dispute arises between CITY and ACCD regarding whether certain college hours were taken, training was provided, certain books and materials were used, the costs used to calculate the amount to be withdrawn from the Account under Section III. Education and Training Account and the Interlocal Agreement, which is attached as Exhibit "A" or generally regarding the utilization and expenditure of Funds, ACCD shall procure the services of an independent, third party Certified Public Accountant to audit the Education and Training Account, created pursuant to Section III, and all records maintained in connection with this Agreement. Such audit shall commence no later than thirty (30) days from the date of notice of said dispute. Any portion of the Account in dispute shall be maintained in the established Account until the dispute has been resolved as a result of said audit.
- 5.2 In the event either party wishes to terminate this Agreement, in addition to all the requirements herein established, ACCD shall procure the services of an independent, third party Certified Public Accountant, to audit the Education and Training Account, created pursuant to Section III., and all records maintained in connection with this Agreement. Such audit shall commence no later than thirty (30) days from the date of receipt of notice of termination.
- 5.3 The cost of the audit(s) required by subsections 5.1 and 5.2 may be paid out of the Education and Training Account.
- 5.4 ACCD shall maintain said records, documents and accounting records at its main office and shall make such records, documents and accounting records available to CITY, during ACCD's regular business hours, as often as CITY deems necessary, for purposes of auditing, above and beyond that allowed or required by subsection 5.1, inspecting or making copies of same by CITY or its designated representative(s), subject to a student's consent, as required by law.

VI.
RECORD RETENTION

- 6.1 ACCD shall retain all records, documents and accounting records created or pertaining, directly or indirectly, to this Agreement, including, without limitation, records of the account established pursuant to this Agreement, throughout the term of this Agreement, and for the longer of that period which CITY or ACCD is required to retain such documents, as established by the Texas State Library and Archives Commission. Upon conclusion of such period ACCD agrees to make copies, at the CITY's request, of all such records, documents and accounting records for CITY or its designated representative, that have not been furnished previously pursuant to this Agreement or by the Interlocal Agreement, subject to a student's consent, as required by law and if applicable, at no additional cost to CITY.

VII.
ADMINISTRATIVE COSTS

- 7.1 Once the high-technology center is established pursuant to Section II. Building Account, CITY recognizes that ACCD will receive use of such Proceeds to reimburse ACCD for its Administrative

Costs to administer and implement the Interlocal Agreement payable in arrears quarterly. The parties agree and understand that under no circumstance shall Administrative Costs in the aggregate, exceed eighty thousand dollars (\$80,000.00) each year for the first three years of this Agreement. At the end the third year the parties agree that they will meet and confer regarding the use of Proceeds for ACCD's Administrative Costs to administer and implement the Interlocal Agreement for the remainder of the term of this Agreement.

VIII.
RELEASE

- 8.1 That for and in consideration of the aforementioned recitals and other good and valuable consideration the CITY agrees to release, acquit, and forever discharge ACCD. Their current and former agents, servants, employees, representatives, successors, assigns and attorneys, all and each of them from payment of all or any portion of the up to fourteen percent (14%) of the electric and natural gas charges billed by City Public Service to the Alamo Community College District that the CITY asserts is due it or has asserted it is due in the past and future in the case styled City of San Antonio v. Alamo Community College District, Cause No 83-CI-20386 in the 288th District Court of Bexar County, Texas.

IX.
ASSIGNABILITY

- 9.1 ACCD shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of CITY. In the event ACCD assigns any interest or right in this Agreement without the prior written consent, all Proceeds, interest and investment earnings remaining unused by CITY shall be remitted to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, plus interest and investment earnings, which would otherwise have been deposited in the Account for use by CITY in connection with this and the Interlocal Agreements, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.
- 9.2 CITY shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of ACCD.

X.
AMENDMENT

- 10.1 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties, and approved by subsequent City Council and ACCD Board approval.

XI.
TERM

- 11.1 The term of this Agreement shall be for a period of fifteen (15) years, and shall commence April 1, 2001 and terminate March 31, 2016. The Agreement shall automatically renew every year thereafter, without notice and without further action by CITY or ACCD, unless this Agreement is terminated pursuant to any of its provisions.
- 11.2 During year twelve (12) of the initial 15-year term, the parties agree to meet and confer regarding the utilization and expenditure of Funds pursuant to this Agreement. Either party may provide notice to the other party in accordance with Section XIII, Notice, to initiate said conference.

XII.
TERMINATION

- 12.1 In the event CITY terminates this Agreement prior to the expiration of the 15-year term, the parties agree to meet and confer regarding the utilization and expenditure of Proceeds.
- 12.2 In the event ACCD terminates this Agreement prior to the expiration of the 15-year term, all Proceeds, interest and investment earnings remaining unused by CITY shall be remitted to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by CITY in connection with this Agreement, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.

XIII.
NOTICE

- 13.1 Unless specifically provided for otherwise, any notice required or permitted to be given under this Agreement shall be given in writing and sent certified mail, return receipt requested, postage prepaid to CITY or ACCD at the addresses set forth below, or to any other address of which written notice of change is given:

CITY OF SAN ANTONIO

City of San Antonio
Attention: Mr. Ramiro Cavazos
Director, Economic Development Department
P.O. Box 839966
City Hall, 4th Floor
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
100 Military Plaza
San Antonio, Texas 78205

and

ALAMO COMMUNITY COLLEGE DISTRICT

Dr. Robert W. Ramsay
Chancellor
201 W. Sheridan, Building B
San Antonio, Texas 78204-1429

XIV.
AUTHORITY

- 14.1 The signer of this Agreement for ACCD represents and warrants that he has full legal authority to execute this Agreement on behalf of ACCD and to bind ACCD to the terms and conditions herein contained.

14.2 The signer of this Agreement for CITY represents and warrants that he has full legal authority to execute this Agreement on behalf of CITY and to bind CITY to the terms and conditions herein contained.

**XV.
CAPTIONS**

15.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

**XVI
ENTIRE AGREEMENT**

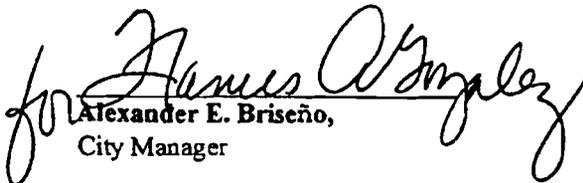
16.1 This Agreement, together with its authorizing ordinance, minute order, and Exhibit A constitute the final and entire agreement between the parties and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same be executed in accordance with Section XII, Amendment.

**XVII
SEVERABILITY**

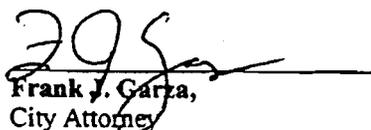
17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision had not been contained herein. It is also the intention of the parties hereto that in lieu of such clause or provision in this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement, 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.

IN WITNESS WHEREOF, I hereby execute this document on the ___ day of _____, 2001.

CITY OF SAN ANTONIO


Alexander E. Briseño,
City Manager

Approved as to Form:

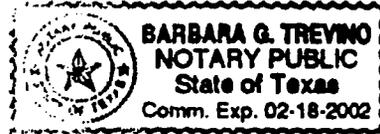

Frank J. Garza,
City Attorney

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that each of them executed same for the purpose herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of May, 2001.

Barbara G. Trevino
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



My Commission Expires:

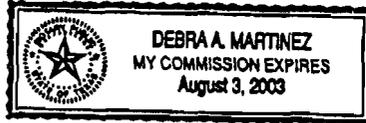
02-18-2002

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that each of them, executed same for the purpose herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of March, 2001.

Debra A. Martinez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

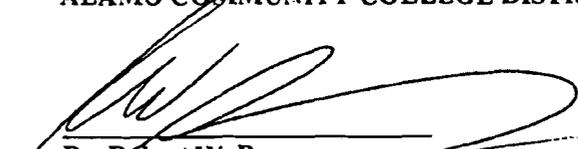


My Commission Expires:

August 3, 2003

IN WITNESS WHEREOF, I hereby execute this document on the 27 day of March, 2001.

ALAMO COMMUNITY COLLEGE DISTRICT


Dr. Robert W. Ramsay,
Chancellor

Approved as to Form:

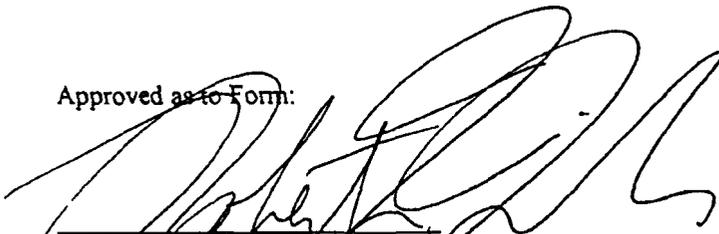

Robert W. Wilson,
Attorney for the Alamo Community College District

EXHIBIT II
YEAR SIX INTERLOCAL AGREEMENT

**CITY OF SAN ANTONIO & ALAMO COMMUNITY
COLLEGE INTERLOCAL AGREEMENT**

**EDUCATION & TRAINING ACCOUNT
PROPOSED BUDGET (FY 2007/2008)**

▪ Alamo Academies (AAAA, ITSA & MTA)	\$395,779
▪ City-Wide Training (HR)	\$174,931
▪ Client Training (DCI)	\$165,800
▪ Customized Training (EDD)	\$350,000
▪ Space TEAMS (Northwest Vista College)	\$90,000
▪ Westside Education & Training Center	\$150,000
▪ Performance Review of Education & Training Program	<u>\$35,000</u>
TOTAL	\$1,361,510

EXHIBIT III
CITY'S AUTHORIZING ORDINANCE

3



EXHIBIT IV
ACCD'S AUTHORIZING MINUTE ORDER

Agenda Item No. _____ :
Delegation of Authority to Negotiate and Execute the Annual Renewal of the Interlocal Agreement Related to the Utility Escrow Settlement with the City of San Antonio

**ALAMO COMMUNITY COLLEGE DISTRICT – Board of Trustees
February 20, 2007**

MINUTE ORDER

“The Board authorizes the Chancellor or his designee to negotiate and execute the sixth annual renewal of the Interlocal Agreement related to the utilities escrow settlement between the Alamo Community College District and the City of San Antonio.”

PURPOSE

To authorize the annual Interlocal agreement and account for City of San Antonio’s Customized Training, Employee Development, and Workforce Development programs for FY 2007 in accordance with the provisions of the Utility Escrow Settlement.

BACKGROUND

In February 2001, the Board of Trustees of the Alamo Community College District (ACCD) authorized the negotiation and execution of the Utility Escrow Settlement and a related Interlocal Agreement with the City of San Antonio. The Agreement authorizes ACCD to provide training and education courses for City employees and programs designated by the City, including tuition reimbursement and/or any other lawful purpose that supports the City’s economic development strategies and workforce development goals in lieu of fourteen percent (14%) of electric and natural gas charges billed by City Public Service to the Alamo Community College District.

The Agreement requires annual renewal by both parties. Accordingly, the annual renewal of the Interlocal Agreement has been reviewed by both the City and ACCD legal staff.

IMPLICATIONS

Financial: Authorizes \$1,361,510 from the Interlocal Agreement account for ACCD to provide instruction and related services, as authorized by the City of San Antonio, to include: Customized Training, Employee Development, and Workforce Development programs for FY 2007-08 (Exhibit 1).

Strategic Plan: Goals I (Access to Higher Education) and IV (Capacity to Serve)

Human Resources: None

ATTACHMENTS: Exhibit 1, FY 2007-08, Interlocal Agreement Program and Budget Plan

 _____ 2-19-07
Initiator: Date

Dr. Bruce H. Leslie, Chancellor

MEETING OF THE CITY COUNCIL

Check Ordinance

AGENDA ITEM NUMBER: 14
 DATE: MAR 15 2007
 MOTION: Perez / McNeil
 ORDINANCE NUMBER: 2007-03-15-0290
 RESOLUTION NUMBER: _____
 ZONING CASE NUMBER: _____
 TRAVEL AUTHORIZATION: _____

ALAMODOME
ARTS & CULTURAL AFFAIRS
ASSET MANAGEMENT
AVIATION
BUDGET & PERFORMANCE ASSESSMENT
BUILDING INSPECTIONS
HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
COMMUNITY RELATIONS
PUBLIC INFORMATION
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
ECONOMIC DEVELOPMENT
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERGOVERNMENTAL RELATIONS
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
ENVIRONMENTAL SERVICES
PARKING DIVISION
REAL ESTATE DIVISION
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)

ROBERTO VELAZQUEZ District 1			
SHERIDAN SCHEIDT District 2			
ROLAND GUTIERREZ District 3			
RICHARD PEREZ District 4			
PATTY RADEK District 5			
DELICIA HERRERA District 6			
ELENA GARCIA District 7			
ART ESPINOZA District 8			
KEVIN A. WOLFF District 9			
CHRISTOPHER "CHIP" HARRIS District 10			
PHIL HARRINGTON Mayor			

VIA **CONSENT AGENDA**