05/14/15
Item No. 16

AN ORDINANCE 2015-05-14-0414

AMENDING THE FY 2015 ANNUAL OPERATING AND CAPITAL BUDGET TO ADJUST REVENUE AND APPROPRIATION LEVELS IN CERTAIN FUNDS BASED UPON THE RECENTLY COMPLETED MID-YEAR REVENUE AND EXPENDITURE ESTIMATES; AUTHORIZING PERSONNEL RECLASSIFICATIONS; INCREASING PERSONNEL LEVELS; AND APPROVING CONTRACTS RELATED TO CERTAIN OF SUCH ADJUSTMENTS.

* * * * * *

WHEREAS, in accordance with the applicable provisions of the City Charter and the Texas Local Government Code, and pursuant to Ordinance No. 2014-09-18-0690, passed and approved September 18, 2014 (the "FY 2015 Budget Ordinance"), the City's Annual Operating Budget for FY 2015 was adopted (the "Budget"); and

WHEREAS, the Budget contains the projected revenues and expenditures for the operations of the City for the Fiscal Year; and

WHEREAS, pursuant to Ordinance No. 2014-11-18-0931, passed and approved on November 18, 2014, the FY 2015 Budget Ordinance was amended to increasing the City's contribution to uniform police and fire employee healthcare coverage in the amount of $14,258,562 for FY 2015 by adjusting the Police and Fire department budgets and decreasing the street maintenance budget; and

WHEREAS, on May 13, 2015, City staff presented the City Council with the "Six Plus Six" Budget and Finance Report, which consisted of a financial and budgetary report on the second quarter of the FY 2015 Budget; and

WHEREAS, as part of its May 13, 2015 presentation to the City Council, City staff recommended that the actions set forth in **Attachment 1** to this Ordinance be taken in the General Fund, various other funds, and the Capital Budget; and

WHEREAS, following extensive discussions and deliberations on the subject, the City Council desires to accept all of the City staff recommendations; **NOW THEREFORE**:

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

SECTION 1. The FY 2015 Budget adopted through Ordinance No. 2014-09-18-0690, passed and approved September 18, 2014, and as amended by Ordinance No. 2014-11-18-0931 passed and approved on November 18, 2014, is hereby further amended to adjust each of the Funds identified below in the manner specified.

A. **General Fund Revenue.** The FY 2015 Budget approved a revenue budget of $1,031,998,402 for the General Fund. Since the adoption of the budget, certain revenues in the General Fund have been received above budgeted amounts such as CPS and sales tax resulting in revenue projections that are more than the budgeted amount. This mid-

year budget adjustment will revise the General Fund revenue budget to reflect the aforementioned changes in revenues. The revised General Fund revenue budget for FY 2015 is $1,051,904,922.

B. **General Fund Expenditures.** The General Fund FY 2015 Adopted Expenditure Budget is $1,048,403,211. A mid-year budget adjustment is hereby approved to decrease appropriations by a net $4,239,699 resulting primarily from fuel price savings. The revised General Fund expenditure budget for FY 2015 is $1,044,163,512.

The use of the General Fund Contingency of $1,000,000 approved within the FY 2015 Adopted Budget is hereby authorized as outlined in Attachment 2.

C. **Advanced Transportation District Fund.** The FY 2015 Budget approved an expenditure budget of $19,167,667 for the Advanced Transportation District Fund. A mid-year budget adjustment of $700,000 is authorized for pedestrian safety projects as outlined in Attachment 2. The revised Advanced Transportation District Fund expenditure budget for FY 2015 is $19,867,667.

D. **Energy Efficiency Fund.** The FY 2015 Budget approved an expenditure budget of $1,321,379 for the Energy Efficiency Fund. A mid-year budget adjustment of $72,900 is authorized to be transferred from the Hotel Occupancy Tax Fund to provide operational support for B-Cycle as outlined in Attachment 2. The revised Energy Efficiency Fund expenditure budget for FY 2015 is $1,394,279.

E. **Economic Development Incentive Fund.** The FY 2015 Budget approved an expenditure budget of $1,750,000 for the Economic Development Incentive Fund. A mid-year budget adjustment of $50,000 is authorized to be transferred from the General Fund to promote the Cybersecurity industry as outlined in Attachment 2. The revised Economic Development Incentive Fund expenditure budget for FY 2015 is $1,800,000.

F. **Facility Services Fund.** The FY 2015 Budget approved an expenditure budget of $15,321,063 for the Facility Services Fund. A mid-year budget adjustment of $15,000 is authorized to provide emergency plumbing repairs at Ella Austin as outlined in Attachment 2. The revised Facility Services Fund expenditure budget for FY 2015 is $15,336,063.

G. **Right of Way Fund.** The FY 2015 Budget approved an expenditure budget of $1,790,429 for the Right of Way Fund. A mid-year budget adjustment of $119,000 is authorized to fund the relocation of Right of Way employees to the Transguide Location. The revised Right of Way Fund expenditure budget for FY 2015 is $1,909,429.

H. **Convention & Visitors Bureau Fund.** The FY 2015 Budget approved an expenditure budget of $20,112,509 for the Convention & Visitors Bureau Fund. A mid-year budget adjustment of $300,000 is authorized for the World Heritage marketing initiatives. The revised Convention & Visitors Bureau Fund expenditure budget for FY 2015 is $20,412,509.

I. **Convention and Sports Facilities Fund.** The FY 2015 Budget approved an expenditure budget of $38,258,908 for the Convention and Sports Facilities Fund. A mid-year budget adjustment of $411,000 is authorized for emergency electrical repairs and suite improvements at the Alamodome. The revised Convention and Sports Facilities Fund expenditure budget for FY 2015 is $38,669,908.

J. **Employee Benefits Fund Expenditures.** The Employee Benefits Self Insurance Fund FY 2015 adopted expenditure budget is $138,761,557. A mid-year budget adjustment of $1,764,057 is authorized to reflect increases in employee uniform healthcare cost. The revised Employee Benefits Fund expenditure budget for FY 2015 is $140,525,614.

K. **Employee Benefits Fund Revenues.** The Employee Benefits Self Insurance Fund FY 2015 adopted revenue budget is $138,536,595. A mid-year budget adjustment of $1,508,027 is authorized to reflect additional civilian assessments collected from grant and Pre-K for SA positions. The revised Employee Benefits Fund revenue budget for FY 2015 is $140,044,622.

The Funds to be adjusted and the specific adjustments in such Funds, as provided above, are as set forth in **Attachment 1** and **Attachment 2**.

SECTION 2. Outside Agency Contracts.

A. **SA 2020.** Subject to Section 6 of this Ordinance, the City Manager, or her designee, is authorized to execute an amendment to the agreement, in substantially the same form and content as shown in **Attachment 3**, in an amount not to exceed $150,000 to provide services to help achieve the goals and targets set out in the SA 2020 Report, which is consistent with the appropriations set forth in the FY 2015 Mid-Year Budget Ordinance.

B. **P16Plus Council of Greater Bexar County.** Subject to Section 6 of this Ordinance, the City Manager, or her designee, is authorized to execute an amendment to the agreement, in substantially the same form and content as shown in **Attachment 4**, in an amount not to exceed $80,000 to fund a position for the My Brother's Keeper project, which is consistent with the appropriations set forth in the FY 2015 Mid-Year Budget Ordinance.

C. **Claude and ZerNona Black Developmental Leadership Foundation.** Subject to Section 6 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in **Attachment 5**, in an amount not to exceed $50,000, which is consistent with the appropriations set forth in the FY 2015 Mid-Year Budget Ordinance.

D. **Education Strategic Plan.** Subject to Section 6 of this Ordinance, the City Manager, or her designee, is authorized to negotiate the scope of services and budget and to execute a contract, in a form first approved by the City Attorney's Office, in an amount not to exceed $50,000, which is consistent with the appropriations set forth in the FY 2015 Mid-Year Budget Ordinance.

E. **San Antonio Bike Share.** Subject to Section 6 of this Ordinance, the City Manager, or her designee, is authorized to execute an amendment to the agreement, in substantially

the same form and content as shown in **Attachment 6**, in an amount not to exceed $23,983 for the operational and management support of the B-Cycle program, which is consistent with the appropriations set forth in the FY 2015 Mid-Year Budget Ordinance.

F. **Chamber of Commerce for Cyber Security.** Subject to Section 6 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in **Attachment 7**, in an amount not to exceed $50,000 to help promote Cyber Security in San Antonio, which is consistent with the appropriations set forth in the FY 2015 Mid-Year Budget Ordinance.

G. **Ella Austin Community Center.** Subject to Section 6 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in **Attachment 8**, in an amount not to exceed $15,000 to provide emergency plumbing repairs at Ella Austin, which is consistent with the appropriations set forth in the FY 2015 Mid-Year Budget Ordinance.

H. **Workforce Development with Alamo Colleges.** Subject to Section 6 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in **Attachment 9**, in an amount not to exceed $100,000, this agreement will add a director position for the San Antonio Talent for Economic Competitiveness initiative, which is consistent with the appropriations set forth in the FY 2015 Mid-Year Budget Ordinance.

SECTION 3. Fire Uniformed Personnel Positions. Effective June 5, 2015, one fire engineer position and one lieutenant position is hereby abolished. Effective June 6, 2015, two district chief positions are hereby created. The table below reflects the number of authorized fire positions by fund and rank, as of June 6, 2015:

Rank	General Fund	Aviation Fund	Total
Firefighter	630	15	645
Fire Engineer	685	12	697
Lieutenant	161	2	163
Captain	111	2	113
District Chief	35	0	35
Assistant Chief	6	0	6
Deputy Chief	3	0	3
Fire Chief	1	0	1
Total	**1,632**	**31**	**1,663**

SECTION 4. General Fund Personnel Adjustment. Section 17.A of the FY 2015 Budget Ordinance authorized the number of City-funded personnel positions in all City-funded Departments as set forth in Attachment 57 to the FY 2015 Budget Ordinance. Attachment 57 is hereby amended by **Attachment 10** of this Ordinance which authorizes a total of three new civilian full-time positions.

SECTION 5. Revisions to FY 2015 – FY 2020 Capital Improvements Program.

A. **Springvale Street Project.** This project will provide for the construction of a new concrete road along Springvale Drive (US 90 to Eaglerock Drive) to accommodate the construction of the Lackland AFB Airman Training Center (ATC) West Campus. Funds in the amount of $1,000,000 are authorized to be appropriated in SAP Project 23-01462, the financial adjustments as outlined in **Attachment 11** are hereby approved.

B. **Pedestrian Crossing at Floyd Curl.** This project will provide for the construction and installation of a new mid-block pedestrian crossing along Floyd Curl located in the Medical Center. Funds in the amount of $225,000 are authorized to be appropriated in SAP Project 23-01461, the financial adjustments as outlined in Attachment 11 are hereby approved.

C. **Park Security at Greenway Trail System.** This project will provide for security enhancements at the Greenway Trails and/or Trailheads. Funds in the amount of $100,000 are authorized to be appropriated in SAP Project 17-00106, the financial adjustments as outlined in Attachment 11 are hereby approved.

D. **Pedestrian Safety Improvements.** This project will provide pedestrian safety through the construction and installation of various city-wide pedestrian crossings, flashers and traffic signal enhancements. Funds in the amount of $1,000,000 are authorized to be appropriated in SAP Project 23-01463, the financial adjustments as outlined in Attachment 11 are hereby approved.

SECTION 6. Ethics Disclosure. Section 2-59 of the City Code of San Antonio, Texas (Ethics Code) requires all individuals and business entities seeking a discretionary contract from the City to disclose certain information in connection with the proposal.

For those agencies in Section 2 that receive funding through a discretionary contract which have not complied with the disclosure requirements set out in Section 2-59 of the Ethics Code, funds will be appropriated through this Ordinance but not considered for expenditures until such time as the agency has fully complied with the disclosure requirements. In the event of such noncompliance, authority to execute the respective contract shall be granted through subsequent ordinance.

SECTION 7. FY 2015 Budget Ordinance in Full Force and Effect. Except as amended by prior ordinances and as amended by the foregoing provisions of this Ordinance, the FY 2015 Budget Ordinance shall remain unchanged and in full force and effect.

SECTION 8. Effective Date. This Ordinance is effective immediately, upon passage by eight (8) affirmative votes; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 14th day of May, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**16**
Date:	05/14/2015
Time:	10:38:31 AM
Vote Type:	Other: $200K FOR D2 Shots Fired Equip for Pilot
Description:	An Ordinance amending the FY 2015 Annual Operating Budget based on actual revenues and expenditures for the first six months of FY 2015 (October 2014 to March 2015) and projections for the remaining six months of FY 2015 (April 2015 to September 2015) in the General Fund and various Restricted Funds and authorizing personnel reclassifications. [Sheryl Sculley, City Manager; Maria Villagomez, Director, Management and Budget]
Result:	Failed

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

Agenda Item:	**16**
Date:	05/14/2015
Time:	10:38:45 AM
Vote Type:	Motion to Approve
Description:	An Ordinance amending the FY 2015 Annual Operating Budget based on actual revenues and expenditures for the first six months of FY 2015 (October 2014 to March 2015) and projections for the remaining six months of FY 2015 (April 2015 to September 2015) in the General Fund and various Restricted Funds and authorizing personnel reclassifications. [Sheryl Sculley, City Manager; Maria Villagomez, Director, Management and Budget]
Result:	Passed

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

Attachment 1

ATTACHMENT 1
FISCAL YEAR 2015 MID-YEAR BUDGET ADJUSTMENT
GENERAL FUND REVENUES

GENERAL FUND	ADOPTED FY 2015 BUDGET	REVISED FY 2015 BUDGET
Revenues		
Current Property Tax	$ 268,477,764	$ 268,477,764
City Sales Tax	253,371,067	262,819,536
CPS Energy	315,962,248	329,347,000
Business & Franchise Tax	31,078,597	31,298,830
Liquor By the Drink Tax	6,612,460	7,600,000
Delinquent Property Tax	2,712,353	2,712,353
Penalty & Interest on Deliquent Taxes	2,130,000	2,130,000
Licenses & Permits	7,986,740	7,889,598
San Antonio Water System	13,373,971	13,533,781
Other Agencies	8,186,509	8,204,177
Charges for Current Services		
General Government	4,501,560	3,781,324
Public Safety	44,620,824	40,716,112
Highways & Streets	572,276	769,873
Health	2,846,047	2,805,884
Recreation & Culture	11,033,857	11,193,094
Fines	13,449,057	12,374,767
Miscellaneous Revenue		
Sale of Property	4,007,152	3,987,980
Use of Money & Property	2,043,375	2,013,792
Interest on Time Deposits	549,407	508,232
Recovery of Expenditures	1,714,381	2,527,991
Miscellaneous	382,997	382,997
Interfund Charges	1,650,000	1,850,000
Transfer from Other Funds	34,735,760	34,979,837
TOTAL REVENUES	**$ 1,031,998,402**	**$ 1,051,904,922**

ATTACHMENT 1
FISCAL YEAR 2015 MID-YEAR BUDGET ADJUSTMENT
DEPARTMENTAL APPROPRIATIONS

GENERAL FUND	ADOPTED FY 2015 BUDGET	REVISED FY 2015 BUDGET
Departmental Appropriations		
Animal Care Services	$ 11,654,953	$ 12,004,953
Center City Development & Operations	7,982,723	7,982,723
City Attorney	7,422,364	7,422,364
City Auditor	2,854,706	2,854,706
City Clerk	3,346,141	3,346,141
City Manager	3,228,132	3,228,132
Code Enforcement Services	11,886,325	12,254,754
Communications & Public Affairs	5,041,778	5,041,778
Eastpoint Office	1,661,335	1,661,335
Economic Development	3,358,134	3,285,515
Finance	10,444,081	10,330,827
Fire	280,064,723	280,485,507
Health	11,769,408	11,769,408
Historic Preservation	1,589,871	1,589,871
Human Resources	5,045,306	4,874,802
Human Services	18,978,390	18,813,956
Intergovernmental Relations	1,554,381	1,554,381
Library	34,949,204	34,892,625
Management & Budget	3,272,316	3,272,316
Mayor and Council	6,298,686	6,298,686
Municipal Court	14,059,776	14,059,776
Municipal Elections	1,894,293	2,524,494
Parks and Recreation	44,650,789	44,390,195
Planning	2,999,628	2,999,628
Police	406,613,768	404,983,420
Parks Police	12,957,090	12,837,654
Transportation & Capital Improvements	57,611,829	55,902,595
Outside Agencies	18,946,415	18,946,415
Non-Departmental	42,864,415	40,822,302
One-Time Projects	5,395,906	5,725,906
Transfers	8,006,345	8,006,345
TOTAL APPROPRIATIONS	**$ 1,048,403,211**	**$ 1,044,163,512**

ATTACHMENT 1
FISCAL YEAR 2015 MID-YEAR BUDGET ADJUSTMENT
OTHER FUND REVENUES AND APPROPRIATIONS

OTHER FUNDS	ADOPTED FY 2015 BUDGET	REVISED FY 2015 BUDGET
Special Revenue Funds		
Right of Way Management Fund Appropriations	1,790,429	1,909,429
Community & Visitors Facilities Fund Appropriations	38,258,908	38,669,908
Convention & Visitors Bureau Fund Appropriations	20,112,509	20,412,509
Advanced Transportation District Fund Appropriations	19,167,667	19,867,667
Economic Development Incentive Fund Appropriations	1,750,000	1,800,000
Energy Efficiency Fund Appropriations	1,321,379	1,394,279
Internal Service Funds		
Facility Services Fund Appropriations	15,321,063	15,336,063
Self-Insurance Funds		
Employee Benefits Fund Revenues	138,536,595	140,044,622
Employee Benefits Fund Appropriations	138,761,557	140,525,614

Attachment 2

CITY OF SAN ANTONIO
CITY MANAGER'S OFFICE

TO: Mayor and City Council

FROM: Sheryl Sculley, City Manager

COPY: Executive Leadership Team

DATE: May 13, 2015

SUBJECT: **CITY COUNCIL FUNDING REQUESTS RECOMMENDATIONS FOR THE FY 2015 MID-YEAR BUDGET ADJUSTMENT**

With this memorandum, I am providing to the Mayor and City Council an updated list of City Council funding requests for inclusion in the FY 2015 Mid-Year Budget Adjustment to be considered at tomorrow's City Council "A" Session.

The attached updated list of funding requests reflects input from the Mayor and City Council provided during today's "B" Session. Included are recommended revenue sources to fund these requests in the current FY 2015 budget. Based on feedback received today, the Gun Shot Detection (Shot Spotter) Pilot Initiative is not included in the mid-year budget amendments, and will be presented for discussion in the FY 2016 Budget process.

ATTACHMENT

FUNDING REQUESTS RECOMMENDED FOR FY 2015

General Fund Budget

Recommended Funding Source: $1 Million General Fund Contingency

Item No		Council District	Amount
1	Animal Care Services enhancement - $200,000 for spay and neuter surgeries and $150,000 for community outreach	1,2,3, 4,5	$350,000
2	Body Cameras for Police Officers	City-Wide	320,000
3	SA2020 - Grant Match	City-Wide	150,000
4	My Brother's Keeper Program - reflects funding a position within the P16Plus Council	Mayor	80,000
5	Claude Black Youth Leadership Summer Employment Program Challenge - Match	City-Wide	50,000
6	Education Strategic Plan	Mayor	50,000
		Total General Fund	***$1,000,000***

Non-General Fund

Recommended Funding Source: Restricted Funds

7	Pedestrian Safety Improvement Plan - Citywide with focus on inner-city Council Districts. (ATD Fund and savings from completed streets projects) *(In CD1 there are already 3 Z Crosswalks identified: 1 funded by TxDOT and 2 locations to be submitted for a Highway Safety Grant)*	2,5,7	$1,000,000
8	B-Cycle: Funding for Executive Director, Marketing and one-time funds for Hemisfair Lease (HOT & Energy Efficiency Funds)	City-Wide	121,500
9	Workforce Development with Alamo Colleges (Economic Development Incentive Fund)	Mayor	100,000
10	Cybersecurity (For 1 staff position at Chamber of Commerce) - Partial funding to be matched with Bexar County and private funds. (Economic Development Incentive Fund)	City-Wide	50,000
11	Ella Austin - Emergency Plumbing Repairs (Facilities Fund)	2	15,000
		Total Restricted Funds	***$1,286,500***

Capital Budget

Recommended Funding Source: Balances from completed Capital Projects

12	Springvale Street Project at Lackland Air Force Base Entrance. Airmen Training Complex West (ATC) construction route and access gate.	4	$1,000,000
13	Pedestrian Crossing at Floyd Curl with a total Project of Cost $350,000 - UT Health Science Center would fund $125,000.	8	180,000 to 225,000
14	Park Security at Greenway Trail System	City-Wide	100,000
		Total Capital Budget	***$1.28 to $1.33 Million***
		Total FY 2015 Requests	***$3.57 to $3.61 Million***

Attachment 3

AMENDMENT TO AGREEMENT TO USE FUNDS

THIS AMENDMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (City) acting by and through its City Manager, pursuant to Ordinance No. 2015-05-14-0--- passed and approved on May 14, 2015, and SA2020 (hereinafter referred to as SA2020, or Recipient) by and through its Interim President and CEO, **WITNESSETH**:

WITNESSETH

WHEREAS, the City wishes to provide continued support to SA2020 to meet and achieve identified goals and targets set out in the SA2020 Report; and

WHEREAS, the City has provided funding to SA2020 to provide services as part of the effort to meet and achieve identified goals and targets set out in the SA2020 Report; and

WHEREAS, the City Council for the City has determined and found that the goals and targets set out in the SA2020 Report serve a public purpose that include, the promotion of public health and welfare, and economic development; and

WHEREAS, the City has determined that it will provide additional "matching funding" to contributions raised by SA2020 up to an amount of $150,000.00 for the remainder of the term of the present agreement; **NOW THEREFORE**:

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio, the parties herein agree as follows:

ARTICLE I
PURPOSE AND EFFECTIVE DATE

1.01 The purpose of this Amendment is to amend the Funding Agreement previously approved by the City Council by Ordinance No. 2014-09-18-0690. This Amendment shall be effective May 15, 2015.

ARTICLE II
AMENDMENTS

2.01 Section 2 is hereby amended by adding Section 2.1 as follows:

2.1 The City agrees to provide up to an additional $150,000.00 as matching funds for contributions and primary funds raised by SA2020 through donations from private foundations, corporations or individuals received on or before September 1, 2015. Matching funds will be made available in three $50,000.00 increments upon submission of documentation verifying that SA2020 has reached fund-raising levels of $50,000.00, $100,000.00 and $150,000.00.

2.02 Section 3 is hereby deleted in its entirety and replaced as follows:

3. Recipient understands and agrees to abide by and adhere to all applicable federal, state and local, laws, rules and regulations in the use of the funds, including all bidding requirements that the City is required to perform pursuant to Chapter 252 of the Local Government Code, as applicable. Recipient agrees to provide City with invoices for the expenditures under this Agreement monthly from the date that Recipient makes such expenditures. All requests for reimbursement and funding shall be submitted to the City at the address provided in Section 11. City shall reimburse Recipient on a monthly basis upon receipt of approved invoices from Recipient. The City will additionally provide funding upon documentation that SA2020 has reached fund-raising levels as set out in Section 2.1. The total of all reimbursements and payments provided to Recipient shall not exceed the amounts set forth above in Sections 2 and 2.1.

2.03 Exhibit "A" is hereby amended by adding Section 4 as follows:

4. *Partner Coordination.* SA2020 will:

a. Use additional "matching" funds to help partners inform the public on gaps and assets for SA2020 goals;

b. Work and coordinate with nonprofit partners to identify additional needs, tools, workshops and support to improve the SA2020 matching system, data storytelling and public outreach.

ARTICLE III
TERMS AND CONDITIONS

3.01 All other terms and conditions of this Agreement remain in full force and effect.

IN WITNESS OF WHICH this Agreement has been executed on this ___ day of May, 2015.

CITY OF SAN ANTONIO

By: _____
Edward Benavides
Chief of Staff, Office of the City Manager

SA2020

By: _____
Molly Cox
Interim President & CEO

APPROVED AS TO FORM:

_____
City Attorney

Attachment 4

Contract # 4600014265

AMENDMENT #1
TO DELEGATE AGENCY CONTRACT
WITH
P16PLUS COUNCIL OF GREATER BEXAR COUNTY

This amendment (hereinafter referred to as "Amendment") of the P16Plus Council of Greater Bexar County FY 2015 Delegate Agency Contract is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative, the Director of the Department of Human Services, pursuant to Ordinance No. 2015-_____ passed and approved on _____, 2015 and P16Plus Council of Greater Bexar County (hereinafter referred to as "Contractor").

WHEREAS, the City presently contracts with Contractor for multiple Project through the Delegate Agency Contract (hereinafter referred to as "Contract") that was executed on December 8, 2014 pursuant to Ordinance No. 2014-09-18-0697; and

WHEREAS, City Council has authorized the allocation of additional funds to Contractor to fund a position for the Project, My Brother's Keeper Program; and

WHEREAS, it is in the best interest of the parties and the direct service recipients that an amendment to the Contract now be executed so that additional funding may be allocated to the above referenced new project; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. Section 1.4 of the Contract is amended to read as follows:

   1.4 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 **Scope of Work** and **SA2020 Scorecard** applicable to each project and affixed hereto and incorporated herein for all purposes as:

   Attachment A – I for College and Career Readiness Program (Project A); and
   Attachment B – I for Destination College (Project B); and
   Attachment C – I for SA Kids Attend to Win (Project C); and
   Attachment D – I for San Antonio Youth Commission (Project D); and
   Attachment E – I for My Brother's Keeper Program (Project E).

   Projects A, B, C, D and E may each be referred to generally as "Project," or collectively referred to as the "Projects" in this Contract.

2. Section 3.1 of the Contract is amended to read as follows:

In consideration, the City will reimburse Contractor for costs incurred for each of the Projects listed above in accordance with the budget approved for each Project by the City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to respective budgets. Said **Budgets** are affixed hereto and incorporated herein for all purposes as Attachment A – II for Project A, Attachment B – II for Project B, Attachment C – II for Project C, Attachment D – II for Project D and Attachment E – II for Project E. It is specifically agreed that reimbursement hereunder shall not exceed the combined total amount of **$273,750.00**, broken down as follows:

$ 53,001.00	General Fund for College and Career Readiness Program (Project A);
$ 68,750.00	General Fund for Destination College (Project B);
$ 46,999.00	General Fund for SA Kids Attend to Win (Project C); and
$ 25,000.00	General Fund for San Antonio Youth Commission (Project D); and
$ 80,000.00	General Fund for My Brother's Keeper Program (Project E).

3. Section 3.2 of the Contract is amended to read as follows:

   The funding level of this Contract is based on an allocation from the following funding sources:

   $273,750.00 General Fund

   Consequently, Contractor agrees to comply with the **Funding Guide**, affixed hereto and incorporated herein for all purposes as Attachment III.

4. Contractor shall obtain an amended Certificate of Insurance to reflect the addition of the new project, My Brother's Keeper Program, in the Description of Operations block of the Certificate, as required by Section 9.1 of the Contract.

5. The list of Attachments at the end of the Contract shall reflect the addition of the following:

   Project E (My Brother's Keeper Program)

   Attachment E – I – Scope of Work and SA2020 Scorecard
   Attachment E – II – Budget

6. A copy of Attachment E – I, the Scope of Work and SA2020 Scorecard for Project E, My Brother's Keeper Program attached hereto and incorporated herein as Exhibit I.

7. A copy of Attachment E – II, the Budget for Project E, My Brother's Keeper Program attached hereto and incorporated herein as Exhibit II.

8. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the _____ day of _____, _____.

CITY OF SAN ANTONIO:

_____
Melody Woosley, Director
Department of Human Services

Date: _____

CONTRACTOR:

P16Plus Council of Greater Bexar County

_____
Michele Durham
Executive Director

Date: _____

APPROVED AS TO FORM:

_____
Assistant City Attorney

ATTACHMENTS

Exhibit I – Attachment E – I – Scope of Work and SA2020 Scorecard
Exhibit II – Attachment E – II – Budget

Attachment 5

Contract #

DELEGATE AGENCY CONTRACT
WITH
CLAUDE AND ZERNONA BLACK DEVELOPMENTAL LEADERSHIP FOUNDATION

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 Human Services pursuant to Ordinance No. _____ dated _____, and **the Claude and ZerNona Black Developmental Leadership Foundation** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Human Services 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 General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable)youth services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $50,000.00 for a project entitled the "Claude Black Youth Leadership Summer Employment Program Challenge - Match" (hereinafter referred to as the "Project"); 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 **Scope of Work** and **SA2020 Scorecard** 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 **May 1, 2015** and shall terminate on **September 30, 2015**.

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 the above referenced Ordinance, and all subsequently authorized amendments to that budget. 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 **$50,000.00**.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

$50,000.00 General Fund

Consequently, Contractor agrees to comply with the **Funding Guide**, affixed hereto and incorporated herein for all purposes as **Attachment III**.

3.3 Contractor understands and agrees that the funds provided to Contractor shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. Funding shall be provided at a 2:1 ratio, so that City shall only provide funds not to exceed double the amount provided by Contractor. If Contractor receives $50,000.00 of City funding, Contractor shall obtain $25,000.00 from non-City sources for its Total Budget of $75,000.00. City shall require sufficient evidence that such funding is in place with Contractor's annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds requirement. City reserves the right to make a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

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, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded 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, 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, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding

obligations by City. 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.

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 in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's 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. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City.

(B) The Contractor must deposit City funds in an 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 with said bank, 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 the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as 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 no later than the fifteenth (15th) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as 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 or projected 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 in accordance with established procedures, 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 expiration or early 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 of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided by this Contract. Contractor shall submit detail administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City.

4.8 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. 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.

4.9 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

4.10 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 funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. 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.

4.11 Upon expiration or early 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, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be immediately returned by Contractor to the City upon demand. Reimbursement from the Contractor to the City shall be made within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 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.

4.13 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 the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract is attached hereto and incorporated herein for all purposes as **Attachment V**.

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, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and 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 project 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, provided pursuant to this Contract or any other City contract, 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, expiration or early 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@census.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

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within twenty (20) days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $500,000.00 of City dollars during the term of this Contract, then the Contactor 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, expiration or early 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 project 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 expiration, 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 cashier's 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 Project 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, or as may be required by the Grantor, if Grant funded, including the **Contract Monitoring Report**, which

template is affixed hereto and incorporated herein as **Attachment IV**. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project 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. Additionally, Contractor shall execute a **HIPAA Business Associate Agreement** in substantially the same form as shown in **Attachment VI**, if applicable, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. 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 expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, 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 expiration or early 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 shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project 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 and the tangible and intangible property rights relating to or arising out of the Project, 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 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, including without limitation, any letters patent, copyright, or other protection relating to the Project, 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 expiration or early 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.

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; and
(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 completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "**Claude Black Youth Leadership Summer Employment Program Challenge - Match**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the

agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Managing City Department. No officer or employee, 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 whereby 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, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations * b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you **g. Sexual Abuse / Molestation	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
*** Required if independent contractors are used** **** Required for projects involving services to children**	

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

(E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto 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: Department of Human Services
P.O. Box 839966
San Antonio, Texas 78283-3966

(F) 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, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

- Provide 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.

(G) 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.

(H) 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.

(I) 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.

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

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

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

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. RESERVED

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/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.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.statutes.legis.state.tx.us/

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 As a party to this Contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. 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 thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

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 in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10th) day 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 would not produce desired 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 the thirtieth (30th) day 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 the thirtieth (30th) day 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 funded through this Contract 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 funded through this Contract.

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 of San Antonio, Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

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 expiration or early 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 expiration or early 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 and approved in the budget.

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 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 nor 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 increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work and SA2020 Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section and for other reasons, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and SA2020 Scorecard;

(C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged (these modifications may be accomplished through Budget revisions);

(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) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II 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); or

(F) reductions to Article I Scope of Work and Article III Consideration 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 Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

Contractor:
Executive Director
Claude and ZerNona Black Developmental Leadership Foundation
622 S. Hackberry Street
San Antonio, Texas 78203

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 Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its 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 the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

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 therefor, 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 profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures 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-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day 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-profile 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 profile.

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 signer 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:

_____
Melody Woosley, Director
Department of Human Services

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR:
Claude & ZerNona Black Developmental Leadership Foundation

_____
Taj I. Matthews, Executive Director

_____
Board President (if required by Agency)

ATTACHMENTS

Attachment I – Scope of Work and SA2020 Scorecard
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report
Attachment V – N/A
Attachment VI – HIPAA Business Associate Agreement, if applicable

Attachment 6

AMENDMENT EIGHT
TO AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND SAN ANTONIO BIKE SHARE
FOR BIKE SHARE/RENTAL AND BIKE TOURS PROGRAM

The City of San Antonio, a Texas Municipal Corporation ("CITY") presently contracts with San Antonio Bike Share ("BIKE SHARE"), for services for the Bike Share/Rental and Bike Tours Program, pursuant to an Agreement ("AGREEMENT") approved by City Council June 17, 2010, through City Council Ordinance No. 2010-06-17-0563, for an amount not to exceed $841,579.00.

On June 23, 2011, Ordinance No. 2011-06-23-0583 approved Amendment One which included an increase of an additional $403,522.00 in grant funds. Amendment Two was approved by Ordinance No. 2012-01-19-0033 which included an increase of $15,645.00 in grant funds. Amendment Three was approved by Ordinance No. 2012-06-14-0434 and included an increase of $27,000.00 in grant funds. Amendment Four, authorized by Ordinance No. 2011-05-05-0349, included an increase of up to $324,000.00 in grant funds. Amendment Five, authorized by Ordinance No. 2012-12-06-0930 and signed January 15, 2013, added an additional $1,050,000.00 in grant funds. Amendment Six authorized by Ordinance No. 2012-09-20-0738, included an increase of up to $295,774.00 in grant funds for a current total compensation amount not to exceed $2,957,520.00. Amendment Seven, authorized by Ordinance 2013-12-05-0874, extended the term of the Agreement for two years to December 31, 2015; authorized an increase of up to $934,779.00 in funds from the TxDOT TEP Grant and an amount up to $233,695.00 from the COSA Energy Efficiency Fund, for an additional compensation amount not to exceed $1,168,474.00; and modified various administrative requirements in the Agreement.

This Amendment Eight of the AGREEMENT ("AMENDMENT EIGHT") is the result of the CITY's intent to provide a greater commitment to BIKE SHARE through governance changes and operational support. The Parties have agreed that the CITY will provide additional direct funding in the amount of $23,983.00 for operations and personnel, and in-kind support of $97,517.00 to fund an executive director for one year and to help develop a business plan, as authorized by Ordinance 2015-05-14-0414, and BIKE SHARE shall make adjustments to its governance and organization structure to continue operation of the Program in San Antonio. The changes are outlined in the "Agreed Governance and Funding Structure" document dated May 13, 2015, attached as **Exhibit A** and incorporated herein to this Amendment Eight. A summary of the changes to the Program by the Parties include:

San Antonio Bike Share, organized under the laws of the State of Texas, is a 501(c)(3) nonprofit organization authorized under the rules and regulations of the U.S. Internal Revenue Service, and the retention of this nonprofit status is a critical requirement to the success of the program and BIKE SHARE shall not modify this status without the prior written authorization of the CITY. The Articles of Incorporation and By-Laws of BIKE SHARE, as amended to the extent necessary by this Amendment Eight, will be filed with the Texas Secretary of State and a copy provided to the Director. The BIKE SHARE Board of Directors shall consist of nine (9) members; five (5) of which will be appointed by BIKE SHARE according to the approved

process contained in its by-laws; three (3) will be appointed by the City Council; and one (1) will be appointed by the City Manager. Board meetings will occur on a monthly basis and bi-annual updates will be provided by the Chairman and the Board to the City Council. The CITY and BIKE SHARE shall conduct a national search for an Executive Director, which will be a city-employee and funded for one (1) year. After one (1) year, the CITY and BIKE SHARE shall re-evaluate staffing options regarding the Executive Director position. After selection of an Executive Director, specific actions required for an assessment of the current and future Program are required to be completed in accordance with the time limits in Exhibit A.

The CITY will provide operational support and staffing resources in support of the bike share Program. From July 2015 to September 2015 operation support will consist of the appointment of an Executive Director who shall be an employee of the City, and administrative support including funding for the Executive Director position; abatement of the rent and payment of the utilities (electricity, natural gas,) for the city owned facility currently leased by BIKE SHARE; funding for operational assistance of program operations; and funding to support the development of a business plan. Operational support for the CITY 2016 Fiscal Year will be determined at a later date after discussions between the Executive Director, the Board and City Council, and as approved as a part of the FY2016 City Budget.

This AMENDMENT EIGHT is entered into by and between the CITY, acting by and through its designated representative, and BIKE SHARE.

6. This AMENDMENT EIGHT to the AGREEMENT shall not prejudice any present or future rights, remedies, benefits, or powers belonging to or accruing to CITY under the terms of the AGREEMENT herein amended.

7. Except as provided otherwise herein, the AGREEMENT shall remain unaffected, unchanged, and unimpaired by reason of the foregoing AMENDMENT EIGHT.

AMENDMENT AGREED TO this _____ of June, 2015.

CITY OF SAN ANTONIO, A TEXAS MUNICIPAL CORPORATION

By _____

_____
Title

SAN ANTONIO BIKE SHARE

By _____

_____
Title

APPROVED AS TO FORM
Martha G. Sepeda
Acting City Attorney

_____
By: Assistant City Attorney

CITY OF SAN ANTONIO

CITY OF SAN ANTONIO OFFICE OF SUSTAINABILITY

SAN ANTONIO Bicycle

Agreed Governance and Funding Structure

May 13, 2015

GOVERNANCE AND ORGANIZATION

- Retention of non-profit status is critical
- Executive Director: hired by CoSA as a city employee, finalize job description, recruit and hire by July 1, 2015
    - CoSA staffing of Executive Director role will be re-evaluated after one (1) year.
- Board of Directors: expand to 9 members and diversify to increase support
    - Board of Directors shall be appointed as follows:
        1. Three (3) by City Council
        2. One (1) by City Manager
        3. Five (5) by SABS
    - Monthly SABS Board meetings with bi-annual updates to City Council
    - Chair and Vice-Chair appointed by board members
    - At-large appointments by City Council in specified areas
        1. Certified Public Accountant
        2. Public Relations/Marketing
        3. Healthcare / Wellness
        4. Transportation
        5. Legal
        6. Non-Profit Fundraising / Philanthropy
        7. Bicycle Industry
        8. Convention and Tourism
        9. City Staff
    - Appointments in coordination with City and SABS

OPERATIONS

- Continuity of SABS operations is important to all stakeholders
    - Collaboration in the best interests of program for seamless transition
    - Bike World continues to provide in-kind support
- Postpone SABS expansion until transition of appointed Executive Director and expanded Board of Directors

PROVISIONS OF PROPOSED AMENDMENT

- New Executive Director to begin assessment of program

  The Executive Director of the Bike Share system shall be funded by and shall be a City employee, subject to the following provisions:

  The City and Bike Share shall cooperate in the determination of the job description as well as the hiring process of the Executive Director ("ED"); provided, however, that the board has the right to reject any proposed candidate.

  The ED, while a City employee and reporting to the Chief Sustainability Officer, shall serve at the direction of and be answerable to the Bike Share board and the ED's fiduciary duties and loyalties shall primarily rest with Bike Share, as long as those duties do not conflict with the City's Ethics Code.

  The ED shall also serve as Bike Share employee, reporting primarily to the Bike Share board and shall also provide regular metrics reporting to the Board and the City as provided in the City contract.

  The Bike Share board shall support the ED and assess his/her performance and relay that information to the City.

  The Bike Share board shall have the power to terminate the relationship by and between the ED and Bike Share, irrespective of his/her status as a City employee and shall give the City reasonable advance notice of any such action andthe reasons and rationale for the termination.

  This ED position with a City employee shall be temporary, not to exceed one year, unless mutually agreed otherwise by the City and the Bike Share Board.

  - Delineate SABS operations and Bike World in-kind support

- Prepare for next phase of SABS and future expansion

Provision	Expected Completion from appointment of Executive Director
Financial Audit and Equipment Inventory	45 days
Staffing Plan and Timeline	45 days
Pro Forma Business Plan	60 days
Business Plan, to include: *Goals & Objectives; Market Analysis; Marketing Plan; Business Model; Contract, Revenue, and Sponsorship Model; Financial Plan; Equipment Maintenance / Replacement Plan; and Sponsorship Deck*	90 days

Financial and Operational Reporting	Annual / Monthly

SUPPORT TO BE PROVIDED

- City to provide temporary operational support and staffing resources
  - 2015 Operational Support (July-Sept 2015)
    - One year, in-kind funding for Executive Director position ($82,517)
    - In-kind abatement of rent and utilities, July – September 2015
    - Temporary operational assistance of program operations ($23,983)
    - In-kind funding to support Business Plan development ($15,000)
  - 2016 Operational Support
    - Subject to discussion with Executive Director, Board, and City Council and approval as part of the FY 2016 Budget
  - City Staffing Resources
    - Interim support to assist new Executive Director
      - Assist with inventory, financial delineation
      - Begin Maintenance / Repair Plan
      - Assist with development of Business Plan
    - Assistance to post, recruit and hire Executive Director

SABS CURRENT BOARD MEMBERS

Cindi Snell, Board President, Owner and CFO of **Bike World**
William Simons, Board Vice-President, **Bike World**
Thomas McKenzie, Secretary, **Tinsman & Sciano Law Firm**
Elizabeth Fauerso, Chief Marketing Officer – **Pearl Brewery**
Roger Christianson, **RCCO Advertising**
Dr. Ken Ciolli, **Physician**
Daryl Byrd, former CEO of **SA2020**

Attachment 7

STATE OF TEXAS	§	**PROFESSIONAL SERVICES AGREEMENT**
	§	**FOR VICE PRESIDENT CYBERSECURITY**
COUNTY OF BEXAR	§	

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager and San Antonio Chamber of Commerce ("SACOC"), both of which may be referred to herein collectively as the "Parties" or individually as a "Party".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings ascribed below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"SACOC" is defined in the preamble of this Agreement and includes its successors.

"Vice-President Cybersecurity" shall mean the individual engaged by SACOC to provide the services set forth on Exhibit A attached hereto.

II. TERM

2.1 Unless sooner terminated or extended in accordance with the provisions of this Agreement, the term of this Agreement shall commence upon final execution and terminate one calendar year following the Effective Date.

2.2 City may, in its sole discretion, exercise a one-year renewal option without the necessity of City Council approval, subject to budgetary appropriation.

2.3 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 SACOC agrees to provide the services described below in exchange for the compensation described in Article IV. Compensation to SACOC.

3.1.1 SACOC agrees to provide a job position titled Vice-President CyberSecurity (the "VPCS"). The VPCS will work directly for SACOC and

provide professional services as more particularly described in **Exhibit "A"** of this Agreement.

3.1.2 All funds provided under this Agreement shall be used to fund the Vice-President Cybersecurity position and ancillary costs associated with the position.

3.1.3 The Vice-President Cybersecurity will be an employee of SACOC. City shall have the right to approve of the individual selected for the position prior to the engagement of individual by SACOC.

3.2 All work performed by SACOC hereunder shall be performed to the satisfaction of City. The determination made by City shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by SACOC, which is not satisfactory to City. City shall have the right to terminate this Agreement in whole or in part in accordance with Article VII, should SACOC's work not be satisfactory to City.

IV. COMPENSATION TO SACOC

4.1 In consideration of SACOC's performance in a satisfactory and efficient manner, as determined solely by City, City agrees to pay SACOC for all services and activities set forth in this Agreement, an amount not to exceed $50,000.00 as total compensation, to be paid to SACOC in full within 30 business days of the receipt of an invoice from SACOC in a format satisfactory to City in its sole discretion. SACOC shall submit such invoice following final execution of this Agreement.

4.2 SACOC shall return any funds that are not spent as set forth in Subsection 3.1.2 within 30 calendar days of written notice from City provided in accordance with Section 7.1. Additionally, if any or all SACOC's services are not satisfactory to City, as required under Section 3.2, SACOC shall return any funds associated with such unsatisfactory work within 30 calendar days of written notice from City provided in accordance with Section 7.1.

4.3 No additional fees or expenses of SACOC shall be charged by SACOC nor be payable by City. The parties hereby agree that all compensable expenses of SACOC have been provided for in the total payment to SACOC as specified in section 4.1 above. Total payments to SACOC cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced by the passage of an Ordinance by the City Council.

4.4 Final acceptance of work products and services require written approval by City. . Payment will be made to SACOC following written approval of the final work products and services by City. City shall not be obligated or liable under this Agreement to any party, other than SACOC, for the payment of any monies or the provision of any goods or services.

4.5 The payment of the $50,000.00 to SACOC pursuant to this Agreement is subject to SACOC securing matching funds from the private sector in the amount of at least $50,000.00 and from Bexar County in the amount of at least $50,000.00 for a total of $100,000.00 for the purpose of funding the VPCS position. In the event such matching funds are not raised by

SACOC approximately by October 1, 2015, City may, in its sole discretion, terminate this Agreement and any monies paid to Consultant pursuant to this Agreement shall be immediately returned to City.

V. RECORDS RETENTION

5.1 SACOC and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

5.2 SACOC shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, SACOC shall retain the records until the resolution of such litigation or other such questions. SACOC acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require SACOC to return said documents to City prior to or at the conclusion of said retention.

5.3 SACOC shall notify City, immediately, in the event SACOC receives any requests for information from a third party, which pertain to the documentation and records referenced herein. SACOC understands and agrees that City will process and handle all such requests.

VI. TERMINATION

6.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

6.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days' written notice, which notice shall be provided in accordance with Article VII. Notice.

6.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

> 6.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI. Assignment and Subcontracting.

6.3.2 The unsatisfactory performance of SACOC as determined by City.

6.4 Defaults With Opportunity for Cure. Should SACOC default in the performance of this Agreement in a manner stated in this Section 6.4 below, such default shall be deemed to be an event of default hereunder. City shall deliver written notice of said default specifying such matter(s) in default. SACOC shall have 15 calendar days after receipt of the written notice, in accordance with Section 8.1, to cure such default. If SACOC fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another SACOC to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new SACOC against SACOC's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

6.4.1 Bankruptcy or selling substantially all of company's assets.

6.4.2 Failing to perform or failing to comply with any covenant herein required.

6.4.3 Performing unsatisfactorily as determined by the City.

6.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.6 Irrespective of how this Agreement is terminated, SACOC shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by SACOC, or provided to SACOC, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by SACOC in accordance with Article V. Records Retention. Any record transfer shall be completed within 30 calendar days of a written request by City and shall be completed at SACOC's sole cost and expense. Payment of compensation due or to become due to SACOC is conditioned upon delivery of all such documents, if requested.

6.7 Upon the effective date of expiration or termination of this Agreement, SACOC shall cease all operations of work being performed by SACOC or any of its subcontractors pursuant to this Agreement.

6.8 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue SACOC for any default hereunder or other action.

VII. NOTICE

7.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:	City of San Antonio Attn: Director Economic Development Department 100 W. Houston, Floor 19 San Antonio, Texas 78205
If intended for SACOC, to:	San Antonio Chamber of Commerce Attn: President & CEO 602 E. Commerce Street San Antonio, Texas 78205

VIII. [Reserved]

IX. INSURANCE

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

9.2 **Right to Review.** The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and

prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent SACOCs c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Sexual Abuse/Molestation g. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage g. $100,000
4. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
5. Property Insurance: For physical damage to the property of SACOC, including improvements and betterment to the Premises	Coverage for replacement value with a minimum co-insurance factor of ninety percent (90%) of the cost of SACOC's property
*if applicable	

9.4 SACOC agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of SACOC herein, and provide a certificate of insurance and endorsement that names the SACOC and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this

agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

9.5 **Requests for Changes.** As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto 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). SACOC 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. SACOC shall pay any costs incurred resulting from said changes.

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Economic Development Department
Attn: Director
100 W. Houston, Floor 19
San Antonio, Texas 78205

9.6 **Required Provisions and Endorsements**. SACOC agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide 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.

9.7 **Cancellation, Suspension, and Non-Renewal.** Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, SACOC shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend SACOC'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 Agreement.

9.8 **City's Remedies**. In addition to any other remedies the City may have uponSACOC '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 SACOC to stop work hereunder, and/or withhold any payment(s) which become due to SACOC hereunder until SACOC demonstrates compliance with the requirements hereof.

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

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

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

9.12 SACOC and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 SACOC and City acknowledge that the City is a political subdivision of the State of Texas and that the City is subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practice and Remedies Code, Section 101.001*et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. This Agreement will be interpreted according to the Constitution and laws of the State of Texas.

10.2 SACOC covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY (and the elected officials, employees, officers, directors, and representatives of the CITY), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to SACOC'S activities under this AGREEMENT, including any acts or omissions, or willful misconduct, of SACOC, any agent, officer, contractor, subcontractor, director, representative, employee, consultant or sub-consultants of SACOC, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this AGREEMENT, all without, however, waiving any governmental immunity available to the CITY, under Texas Law and without waiving any defenses of the Parties under Texas, Federal, or International Law. The CITY, and/or shall have the right, at their option and

at their own expense, to participate in such defense without relieving SACOC of any of its obligations.

SACOC further agrees to reimburse the City for any costs or expenses, including court costs and reasonable attorney's fees, which City may incur in investigating, handling or litigating any such claims. IN THE EVENT SACOCAND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR 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.

10.3 SACOC SHALL ADVISE THE CITY, IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF THE SACOC'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE SACOC'S COST TO THE EXTENT REQUIRED UNDER THIS AGREEMENT.

11.4 THE PROVISIONS OF THIS INDEMNITY 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.

11.5 Nothing in this Agreement waives any governmental immunity available to the City under the laws of the State of Texas.

SACOC shall advise CITY in writing within 24 hours of any claim or demand against CITY or SACOC known to SACOC related to or arising out of SACOC's activities under this Agreement.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 SACOC shall employ the Vice-President CyberSecurity position in order to complete the work to be performed under this Agreement.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that SACOC does not intend to use subcontractors in the performance of this Agreement.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of SACOC. City shall in no event be obligated to any third party, including any subcontractor of SACOC, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

11.4 Except as otherwise stated herein, SACOC may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, SACOC shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor SACOC, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should SACOC assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of SACOC shall thereupon cease and terminate, in accordance with Article VI, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by SACOC shall in no event release SACOC from any obligation under the terms of this Agreement, nor shall it relieve or release SACOC from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

12.1 SACOC covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that SACOC shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and SACOCs; that the doctrine of respondent superior shall not apply as between City and SACOC, its officers, agents, employees, contractors, subcontractors and SACOCs, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and SACOC. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party, including, without limitation, by Vice-President Cybersecurity, occurring in connection with the services to be performed by the SACOC under this Agreement and that the SACOC has no authority to bind the City.

XIII. NO REPRESENTATIONS

13.1 Neither SACOC nor its agents or brokers have made any representations or promises with respect to their services except as may be expressly set forth in this Agreement, and any reliance by City on any representations or promises of SACOC, its agents or brokers shall be solely on the representations or promises, if any, expressly contained in this Agreement. City is not acquiring any rights, under this Agreement by implication or otherwise except as expressly set forth in this Agreement.

XIV. CONFLICT OF INTEREST

14.1 SACOC acknowledges that it is informed that the Charter of the City of San Antonio

and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 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 a "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 a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

14.2 Pursuant to the subsection above, SACOC warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. SACOC further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XV. AMENDMENTS

15.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and SACOC, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVI. SEVERABILITY

16.1 If any clause or provision of this Agreement 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 the City of San Antonio, Texas, 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 Agreement 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 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.

XVII. LICENSES/CERTIFICATIONS

17.1 SACOC warrants and certifies that SACOC and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVIII. COMPLIANCE

18.1 SACOC shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XIX. NONWAIVER OF PERFORMANCE

19.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XV. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XX. LAW APPLICABLE

20.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXI. LEGAL AUTHORITY

21.1 The signer of this Agreement for SACOC represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of SACOC and to bind SACOC to all of the terms, conditions, provisions and obligations herein contained.

XXII. PARTIES BOUND

22.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIII. CAPTIONS

23.1 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.

XXIV. ENTIRE AGREEMENT

24.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto 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 the same is in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV.

EXECUTED and **AGREED** to this the _____ day of June, 2015 ("Effective Date").

CITY OF SAN ANTONIO

_____

Sheryl Sculley

City Manager or designee

Approved as to Form:

_____

Acting City Attorney, Martha G. Sepeda

SAN ANTONIO CHAMBER OF COMMERCE

_____

Richard Perez
President & CEO

EXHIBIT A: SCOPE OF SERVICES

Position Description
Vice President
CyberSecurity

The Vice-President of CyberSecurity (VPCS) will work collaboratively across the community's economic development delivery system to accelerate the growth of the local cybersecurity industry. This position will work directly with, and take guidance from, the Cybersecurity Industry Committee of the San Antonio Chamber of Commerce regarding local business retention and growth initiatives; local incubator and company start-up programs, and; federal relationship-building and advocacy both within the Department of Defense (DOD) at with Congressional members.

The position will work directly for the San Antonio Chamber and will deliver quarterly performance metrics to chart industry progress and capture return on investment. The position will work closely with the San Antonio Economic Development Foundation (SAEDF), City of San Antonio, Bexar County, and other economic development organizations to ensure collaboration and focus for cybersecurity industry growth is compatible and complimentary to the recommendations of the 2013 Economic Development Strategic Plan commissioned by the SAEDF.

Specific responsibilities include: developing cybersecurity prospects for business relocation and retention, making presentations to clients, managing prospect cases and ongoing prospect development programs, and conducting visits to companies locally and nationally. The individual must have a basic understanding of cybersecurity industry, including key federal and commercial groups. The position will require the individual to maintain relationships with: local industry leadership; local and national industry associations; local and federal military and DOD leadership, and; with local elected and appointed leadership.

Attachment 8

AGREEMENT TO USE FUNDS

THIS AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (City) acting by and through its Director of the Department of Human Services, pursuant to Ordinance No. _____ passed and approved on _____, and the Ella Austin Community Center, (hereinafter referred to as "Recipient"), **WITNESSETH**:

WHEREAS, the City has identified funds to support the provision of emergency plumbing repairs; and

WHEREAS, City Council hereby finds that such expenditure serves a municipal public purpose in furtherance of providing education services; **NOW THEREFORE**:

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio, the parties herein agree as follows:

1. This Agreement shall commence May 1, 2015, and shall terminate on September 30, 2015.

2. Recipient will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work, attached hereto and incorporated herein for all purposes as **Attachment I**.

3. In consideration of Recipient's performance, in a satisfactory and efficient manner as determined by City, of all services and activities set forth in this Agreement, City agrees to reimburse Recipient in an amount not to exceed $15,000.00, for all eligible expenses.

4. RESERVED.

5. Recipient agrees to provide City with invoices for the expenditures under this Agreement no later than thirty (30) days following expiration of the Term. All requests for reimbursement shall be submitted to the Department of Human Services at the address provided in Section 11.

6. On or before the last day of the Agreement term, Recipient shall submit to the Department of Human Services such reports as may be required by the City which shall demonstrate services delivered in compliance with the attached Scope of Work. When providing the report(s), the Recipient ensures that all information submitted to City is accurate.

7. Recipient understands and agrees to abide by and adhere to all applicable federal, state and local, laws, rules and regulations in the use of the funds, including all bidding requirements that the Recipient is required to perform pursuant to procurement provisions applicable to Recipient.

8. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices. All of the above-described records shall be subject to audit by the City or its contracted auditor.

9. Any literature, signs, or print advertising of any type appearing on any medium which refers to, or which is paid for by funds received as a result of this Agreement shall contain the words, "Paid for by The City of San Antonio, Department of Human Services."

10. This Agreement is not assignable and funds received as a result hereof shall only be used by Recipient.

11. In the event that Recipient fails to meet any of its obligations under this Agreement or fails to use the funds for the purposes set out herein, Recipient shall refund to the City the total amount provided under this Agreement. Recipient shall pay City such funds no later than thirty (30) days from the date City requests such funds from Recipient.

12. 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.

13. **INSURANCE:** Recipient agrees to comply with the following insurance provisions:

    (A) Prior to the commencement of any work under this Contract, Recipient shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "Projects: **Emergency Plumbing Repairs**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Managing City Department. No officer or employee, 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 whereby City may incur increased risk.

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations * b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you **g. Sexual Abuse / Molestation	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
*** Required if independent contractors are used** **** Required for projects involving services to children**	

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

(E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto 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). Recipient 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. Recipient shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Department of Human Services

P.O. Box 839966
San Antonio, Texas 78283-3966

(F) Recipient agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

- Provide 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.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Recipient shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Recipient'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.

(H) In addition to any other remedies the City may have upon Recipient'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 Recipient to stop work hereunder, and/or withhold any payment(s) which become due to Recipient hereunder until Recipient demonstrates compliance with the requirements hereof.

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

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

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

(L) Recipient and any Subcontractors are responsible for all damage to their own equipment and/or property.

14. **INDEMNITY: RECIPIENT AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION**:

RECIPIENT 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 RECIPIENT'S activities under this CONTRACT, including any acts or omissions of RECIPIENT, any agent, officer, director, representative, employee, consultant or subcontractor of RECIPIENT, 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 RECIPIENT 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.

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

15. For purposes of this Agreement, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:	Director Department of Human Services 106 S. St. Mary's Street, 7th Floor San Antonio, Texas 78205
Recipient:	Executive Director Ella Austin Community Center

PO Box 8147
San Antonio, TX 78208

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.

16. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.

17. The signer of this Agreement for Recipient represents, warrants, assures and guarantees he or she has full legal authority to execute this Agreement on behalf of Recipient and to bind Recipient to all of the terms, conditions, provisions and obligations herein contained.

18. This Agreement and its attachments, if any, constitute the entire and integrated Agreement 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 Agreement has been executed on this ____ day of _____, 2015.

CITY OF SAN ANTONIO

By: _____
Melody Woosley, Director
Department of Human Services

ELLA AUSTIN COMMUNITY CENTER

By: _____
Anthony Hargrove
Executive Director

APPROVED AS TO FORM:

_____
Assistant City Attorney

Attachment I – Scope of Work

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

SCOPE OF WORK

Ella Austin
Ella Austin Community Center
FY 2014-2015

Project Objective: To support the emergency plumbing repairs to the Ella Austin Community Center.

Service Plan:

- Inspect existing exterior sewer line to identify and develop repair plan
- Repair and or re-route existing exterior building sewer line to tie into sanitary sewer system
- Obtain any and all necessary permits as required by City Code
- All planned repairs shall be coordinated with DHS Facilities Management Group
- All related documentation and invoices to be provided to DHS for reimbursement

Attachment 9

STATE OF TEXAS	§	**PROFESSIONAL SERVICES AGREEMENT**
	§	**FOR SA-TEC BOARD SERVICES**
COUNTY OF BEXAR	§	

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager and Alamo Colleges ("Consultant"), both of which may be referred to herein collectively as the "Parties" or individually as a "Party".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings ascribed below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Consultant" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the individual engaged by Consultant to provide the services set forth on Exhibit B attached hereto.

II. TERM

2.1 Unless sooner terminated or extended in accordance with the provisions of this Agreement, the term of this Agreement shall commence upon final execution and terminate one calendar year following final execution.

2.2 City may, in its sole discretion, exercise a one-year renewal option without the necessity of City Council approval, subject to budgetary appropriation.

2.3 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 Consultant agrees to provide the services described below in exchange for the compensation described in Article IV. Compensation to Consultant.

3.1.1 Consultant shall lead the community-wide effort to oversee, align and execute key strategic initiatives that impact the workforce delivery system in San Antonio, recognizing that the need to train and supply a skilled workforce to meet

current and future industry demand is a local and national priority and that the city's workforce and education systems need to be organized around career pathways that integrate education, training, support services and job placement.

3.1.2 All funds provided to Contractor under this Agreement shall be used to fund a director position ("Director") for the SA-Talent for Economic Competitiveness ("SA-TEC") Board ("Board").

3.1.3 Director shall assist Consultant with the administration and support of the Board and the implementation of the Alignment and "Integration Model" attached as **Exhibit "A"**.

3.1.4 Directors duties are set forth on **Exhibit "B"** attached hereto.

3.1.5 Director will be an employee of Consultant. City shall have the right to approve of the selected Director prior to the engagement of Director by Consultant.

3.2 All work performed by Consultant hereunder shall be performed to the satisfaction of City. The determination made by City shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City. City shall have the right to terminate this Agreement in whole or in part in accordance with Article VII, should Consultant's work not be satisfactory to City.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City, City agrees to pay Consultant for all services and activities set forth in this Agreement, an amount not to exceed $100,000.00 as total compensation, to be paid to Consultant in full within 30 business days of the receipt of an invoice from Consultant in a format satisfactory to City in its sole discretion. Consultant shall submit such invoice following final execution of this Agreement.

4.2 Consultant shall return any funds that are not spent as set forth in Subsection 3.1.2 within 30 calendar days of written notice from City provided in accordance with Section 7.1. Additionally, if any or all Consultant's services are not satisfactory to City, as required under Section 3.2, Consultant shall return any funds associated with such unsatisfactory work within 30 calendar days of written notice from City provided in accordance with Section 7.1.

4.3 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced by the passage of an Ordinance by the City Council.

4.4 The payment of the $100,000.00 to Consultant pursuant to this Agreement is subject to Consultant securing matching funds from the public or private sectors or a combination of both in the amount of at least $100,000.00 for the purpose of funding the Director position. In the event such matching funds are not raised by Consultant prior to September 1, 2015, City may, in its sole discretion, terminate this Agreement and any monies paid to Consultant pursuant to this Agreement shall be immediately returned to City.

V. RECORDS RETENTION

5.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

5.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

5.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VI. TERMINATION

6.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

6.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days' written notice, which notice shall be provided in accordance with Article VII. Notice.

6.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

6.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI. Assignment and Subcontracting.

6.3.2 The unsatisfactory performance of Consultant as determined by City.

6.4 Defaults With Opportunity for Cure. Should Consultant default in the performance of this Agreement in a manner stated in this Section 6.4 below, such default shall be deemed to be an event of default hereunder. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have 15 calendar days after receipt of the written notice, in accordance with Section 8.1, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

6.4.1 Bankruptcy or selling substantially all of company's assets.

6.4.2 Failing to perform or failing to comply with any covenant herein required.

6.4.3 Performing unsatisfactorily as determined by the City.

6.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.6 Irrespective of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article V. Records Retention. Any record transfer shall be completed within 30 calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

6.7 Within 45 calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said 45 calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or

claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

6.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

6.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VII. NOTICE

7.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:	City of San Antonio Attn: Director Economic Development Department 100 W. Houston, Floor 19 San Antonio, Texas 78205
If intended for Consultant, to:	Alamo Colleges Attn: Chancellor 201 W. Sheridan San Antonio, Texas 78204-1429

VIII. [Reserved]

IX. INSURANCE

9.1 Consultant and City each maintain self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations.

X. INDEMNITY

10.1 **CONSULTANT and CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, §101.001 *et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.**

The provisions of this Section 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.

CONSULTANT shall advise CITY in writing within 24 hours of any claim or demand against CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this Agreement.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall employ Director in order to complete the work to be performed under this Agreement.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant does not intend to use subcontractors in the performance of this Agreement.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VI, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation

under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

12.1 Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party, including, without limitation, by Director, occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. RESERVED

XIV. CONFLICT OF INTEREST

14.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 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 a "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 a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

14.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XV. AMENDMENTS

15.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVI. SEVERABILITY

16.1 If any clause or provision of this Agreement 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 the City of San Antonio, Texas, 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 Agreement 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 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.

XVII. LICENSES/CERTIFICATIONS

17.1 Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVIII. COMPLIANCE

18.1 Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XIX. NONWAIVER OF PERFORMANCE

19.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XV. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XX. LAW APPLICABLE

20.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL**

OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXI. LEGAL AUTHORITY

21.1 The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXII. PARTIES BOUND

22.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIII. CAPTIONS

23.1 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.

XXIV. ENTIRE AGREEMENT

24.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto 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 the same is in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV.

EXECUTED and **AGREED** to this the _____ day of June, 2015 ("Effective Date").

CITY OF SAN ANTONIO	**ALAMO COLLEGES**
_____	_____
Sheryl Sculley City Manger	Bruce H. Leslie Chancellor

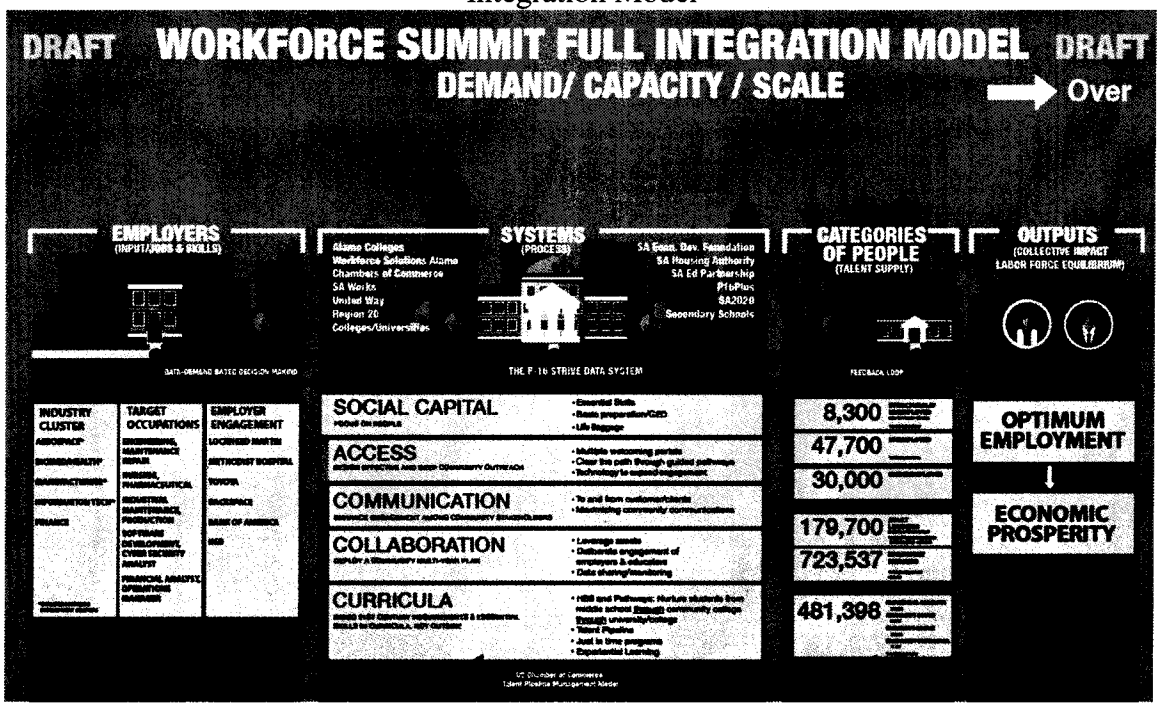
Approved as to Form:

_____

City Attorney

Exhibit "A"

Integration Model



DRAFT **Workforce Project Governance** DRAFT

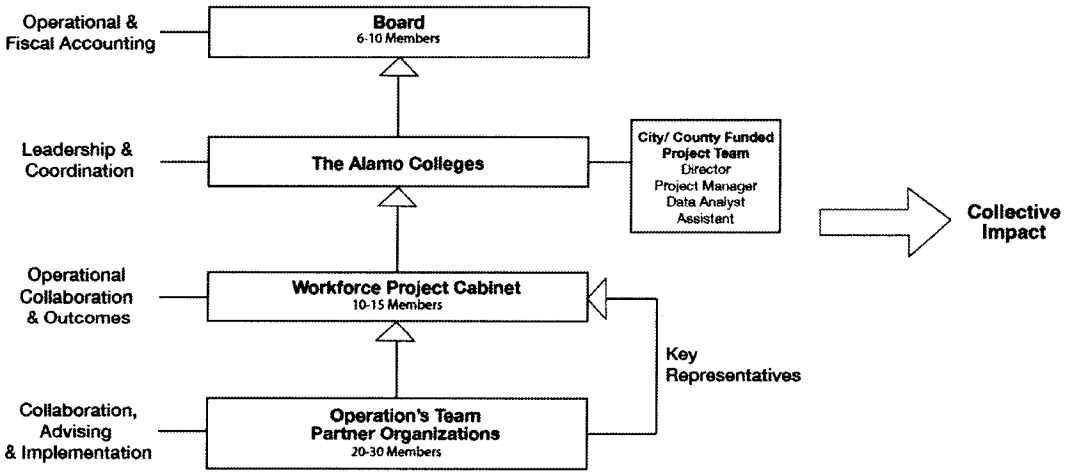


Exhibit "B"
Director's Duties

(1) District Director for Workforce Development Initiative

DESCRIPTION OF WORK

General Statement of Duties: Under the direction of the Chancellor and Vice Chancellor for Economic and Workforce Development of the Alamo Colleges. The District Director for Workforce Development Initiative provides staff support to a city and regional council of stakeholders that provide regional leadership, oversight, policy guidance, and technical assistance to optimize the economic growth, business competiveness and talent development efforts of the City and County education, workforce investment and social support systems. Coordinates and directs community workforce development programs to address employer and needs of the community. Uses knowledge of planning, developing, and implementing programs and policies meeting State and Federal agency guidelines, accreditation, and certification standards, where appropriate.
Supervision received: Administrative direction
Supervision exercised: Upper-level manager
Responsible to: Vice Chancellor in conjunction with Chancellor

EXAMPLES OF DUTIES*

1. Oversee the overall project;
2. Ensure accountability for the achievement of the Project's "Collective Impact" purpose and goals;
3. Provide direction and assist the Chancellor and stakeholder committee (s) to design, implementation, and coordination of the project;
4. Create community wide workforce development system for employer based talent development to addresses critical demand for middle-skilled technicians in targeted occupations;
5. Establish specific education/training and employment goals that provide the residents access to the community's service and education resources in order to align talent development with employer's needs;
6. Ensure the project's plans address both short-term and long-term workforce needs;
7. Align the full extent of the community's resources to achieve optimum employment for the residents and maximum productivity of San Antonio and Bexar County employers;
8. Assess and monitor the collective impact of the community's investments on education/training programs to equip residents with the skills and talents that meet or exceed employers' requirements;
9. Continuously improve residents' access to life-long education and training opportunities that meet employer skill requirements and that result in employee upskilling, career growth opportunities, and upward mobility;
10. Serves as a liaison with the workforce development community;
11. Serves on numerous councils and committees at the District or College level;
12. Develops, in conjunction with the Colleges and community partners, curriculum, area plans, and budgets for workforce development programs;
13. In conjunction with the community stakeholders, develops strategic goals and objectives that reflect and are in alignment with the stakeholder's strategic vision;
14. Assists in assessing and evaluating effectiveness of area workforce development programs;
15. Coordinates with the Workforce Solutions-Alamo to conduct follow-up studies as necessary to determine effectiveness of workforce development programs;
16. Maintains records, inventories, and operating budget for maximum efficiency and accountability;
17. Other related duties.

*Any one position may not include all of the tasks listed, nor do examples necessarily include all of the task performed.

QUALIFICATIONS FOR APPOINTMENT:

- Knowledge, Skills, and Abilities:
- Demonstrated knowledge of and success in workforce development program administration management.

- Knowledge of workforce development program curriculum, program development, career preparation, and placement operations.
- Knowledge of key workforce development areas as related to current and emerging jobs and programs.
- Knowledge of federal and state legislation pertaining to workforce development laws , employment practices, equal opportunity and affirmative action, licensing, and accreditation.
- Knowledge of state coordinating and regulating agencies.
- Demonstrated knowledge of budgeting, planning, monitoring, and accounting in a workforce development and college/university environment.
- Ability to effectively communicate both orally and in writing.

EDUCATION:
Master's degree in a job-related area is required. Doctorate strongly preferred.

EXPERIENCE:
Eight (8) years of experience in college or workforce development administration or program development programs.

PHYSICAL REQUIREMENT/WORKING CONDITIONS:

Regular and recurring work is performed in a work environment that involves normal everyday low risks or discomforts typical of offices. Work areas are adequately lighted, heated, and ventilated.

Attachment 10

ATTACHMENT 10
FISCAL YEAR 2015 MID-YEAR BUDGET ADJUSTMENT
AUTHORIZED POSITIONS

	General Fund Fund Authorization	Addition	Total Authorization
Animal Care Services	127	3	130
TOTAL	**127**	**3**	**130**

Attachment 11

ATTACHMENT 11
FISCAL YEAR 2015 MID-YEAR BUDGET ADJUSTMENT
CAPITAL BUDGET

A. Springvale Street Project.

a. The Budget in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 40-00016, Fredericksburg Congestion Mitigation, shall be revised by decreasing SAP WBS element 40-00016-05-06 entitled Project Contingency, SAP GL account 5201140, by the amount of $1,000,000.

b. The Budget in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 40-00016, Fredericksburg Congestion Mitigation, shall be revised by decreasing SAP WBS element 40-00016-90-03 entitled Transfer Fr GO-00301-01-01-15-01, SAP GL account 6101100, by the amount of $1,000,000.

c. The amount of $1,000,000 is reverted in SAP Fund 45906001, 2007 GO Street Bond, SAP WBS GO-00301-01-01-15-01, SAP GL account 61021000 – Interfund Transfer out entitled Transfer to 40-00016-90-03. The amount of $1,000,000 is authorized to be transferred from SAP Fund 45099000.

d. The amount of $1,000,000 is appropriated in SAP Fund 45906001, 2007 GO Street Bond, SAP WBS GO-00301-01-01-56, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 23-01462-90-01-01. The amount of $1,000,000 is authorized to be transferred to SAP Fund 45099000.

e. The budget in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 23-01462, Springvale Street, shall be revised by increasing SAP WBS element 23-01462-90-01-01 entitled Transfer from GO-00301-01-01-56, SAP GL account 6101100 – Interfund Transfer In, by the amount of $1,000,000.

f. The amount up to $1,000,000 is appropriated in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 23-01462, Springvale Street, SAP WBS element 23-01462-05-02-01, entitled Construction-City, SAP GL Account 5201140.

B. Pedestrian Crossing at Floyd Curl.

a. The Budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01403, FY 2014 Street Maintenance Program (SMP), shall be revised by decreasing SAP WBS element 23-01403-11-05-02-01 entitled Construction Cost, SAP GL account 5201140, by the amount of $225,000.

b. The Budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01403, FY 2014 Street Maintenance Program (SMP), shall be revised by decreasing SAP WBS element 23-01403-90-14-01 entitled Transfer from Internal Order 390000001693, SAP GL account 6101100, by the amount of $225,000.

c. The amount of $225,000 is reverted in SAP Fund 11001000, General Fund, SAP Internal Order 390000001693, SAP GL account 61021000 – Interfund Transfer out entitled Transfer to 23-01403-90-14-01. The amount of $225,000 is authorized to be transferred from SAP Fund 40099000.

d. The amount of $225,000 is authorized in SAP Fund 11001000, General Fund, SAP Internal Order 3900001865, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 23-01461-90-14. The amount of $225,000 is authorized to be transferred to SAP Fund 40099000.

e. The budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01461, Pedestrian Crossing at Floyd Curl, shall be revised by increasing SAP WBS element 23-01461-90-14 entitled Transfer from Internal Order 3900001865, SAP GL account 6101100 – Interfund Transfer In, by the amount of $225,000.

f. The amount up to $225,000 is appropriated in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01461, Pedestrian Crossing at Floyd Curl, SAP WBS element 23-01461-05-02-01, entitled Construction, SAP GL Account 5201140.

C. Park Security at Greenway Trail System.

a. The amount of $100,000 is appropriated in SAP Fund 290101001, 2010 Sales Tax Venue, SAP Internal Order 390000001867, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 17-00106-90-10. The amount of $100,000 is authorized to be transferred to SAP Fund 40099000.

b. The budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 17-00106, Park Security at Greenway Trail System, shall be revised by increasing SAP WBS element 17-00106-90-10 entitled Transfer from Internal Order 390000001867, SAP GL account 6101100 – Interfund Transfer In, by the amount of $100,000.

c. The amount up to $100,000 is authorized in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 17-00106, Park Security at Greenway Trail System, SAP WBS element 17-00106-05-02-01, entitled Construction, SAP GL Account 5201140.

D. Pedestrian Safety Improvements.

a. The Budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01403, FY 2014 Street Maintenance Program (SMP), shall be revised by decreasing SAP WBS element 23-01403-11-05-02-01 entitled Construction Cost, SAP GL account 5201140, by the amount of $300,000.

b. The Budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01403, FY 2014 Street Maintenance Program (SMP), shall be revised by decreasing SAP WBS element 23-01403-90-14-01 entitled Transfer from Internal Order 390000001693, SAP GL account 6101100, by the amount of $300,000.

c. The amount of $300,000 is reverted in SAP Fund 11001000, General Fund, SAP Internal Order 390000001693, SAP GL account 61021000 – Interfund Transfer out entitled Transfer to 23-01403-90-14-01. The amount of $300,000 is authorized to be transferred from SAP Fund 40099000.

d. The amount of $300,000 is authorized in SAP Fund 11001000, General Fund, SAP Internal Order 3900001866, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 23-01463-90-10. The amount of $300,000 is authorized to be transferred to SAP Fund 40099000.

e. The budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01463, Pedestrian Safety Improvement Plan, shall be revised by increasing SAP WBS element 23-01463-90-10 entitled Transfer from Internal Order 3900001866, SAP GL account 6101100 – Interfund Transfer In, by the amount of $300,000.

f. The amount up to $300,000 is appropriated in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01463, Pedestrian Safety Improvement Plan, SAP WBS element 23-01463-05-02-01, entitled Construction-City, SAP GL Account 5201140.

g. The amount of $700,000 is appropriated in SAP Fund 29084000, Advanced Transportation District, SAP Internal Order 390000001868, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 23-01463-90-10. The amount of $700,000 is authorized to be transferred to SAP Fund 40099000.

h. The budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01463, Pedestrian Safety Improvement Plan, shall be revised by increasing SAP WBS element 23-01463-90-10 entitled Transfer from Internal Order 390000001868, SAP GL account 6101100 – Interfund Transfer In, by the amount of $700,000.

i. The amount up to $700,000 is authorized in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01463, Pedestrian Safety Improvement Plan, SAP WBS element 23-01463-05-02-01, entitled Construction, SAP GL Account 5201140.