

AN ORDINANCE 2013-08-15-0545

**AUTHORIZING A CONTRACT WITH CODE FOR AMERICA TO DEVELOP A CIVIC ENGAGEMENT PROGRAM FOR A TOTAL COST OF \$180,000.00 FROM THE FY 2013 IT CAPITAL PROGRAM.**

\* \* \* \* \*

**WHEREAS**, Code for America partners with local governments to help them enhance their technology footprint and to help bridge a "digital divide" found between the private and public sectors; and

**WHEREAS**, approval of a contract between The City of San Antonio and Code for America will facilitate the development of a Civic Engagement Program; **NOW THEREFORE**,

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

**SECTION 1.** A contract with Code For America to develop a civic engagement program, for a total cost of \$180,000.00, is hereby approved. A copy of the contract is attached hereto and is incorporated by reference as **Attachment 1**.

**SECTION 2.** Payment in the amount not to exceed \$180,000.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00056, Code For America, is authorized to be encumbered and made payable to Code for America, to develop a civic engagement program.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

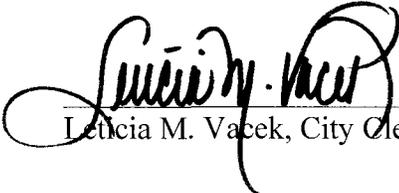
JK  
8/15/13  
Item #22

**PASSED and APPROVED** this 15<sup>th</sup> day of August, 2013.



**M A Y O R**  
Julián Castro

**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

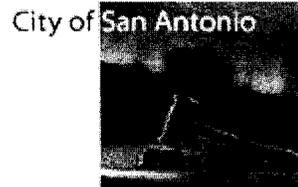


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Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
ACTION



### Agenda Voting Results - 22

<b>Name:</b>	22						
<b>Date:</b>	08/15/2013						
<b>Time:</b>	10:36:42 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a contract with Code for America to develop a civic engagement program for a total cost of \$180,000.00 from the FY 2013 IT Capital program. [Ben Gorzell, Chief Financial Officer; Hugh Miller, Chief Technology Officer]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3			x			
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10			x			

<b>Name:</b>	22						
<b>Date:</b>	08/15/2013						
<b>Time:</b>	10:36:28 AM						
<b>Vote Type:</b>	Motion to Cont/Post						
<b>Description:</b>	An Ordinance authorizing a contract with Code for America to develop a civic engagement program for a total cost of \$180,000.00 from the FY 2013 IT Capital program. [Ben Gorzell, Chief Financial Officer; Hugh Miller, Chief Technology Officer]						
<b>Result:</b>	Failed						
		Not					

<b>Voter</b>	<b>Group</b>	<b>Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor			x			
Diego Bernal	District 1			x			
Ivy R. Taylor	District 2			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			
Ron Nirenberg	District 8			x			
Elisa Chan	District 9		x				x
Carlton Soules	District 10		x			x	



**STATEMENT OF WORK**

Section A: Elements of Fellowship Program

<b>2014 Program Selection</b>	CfA selects partners that demonstrate strong leadership, secured funding, and a dedication to building efficiencies, transparency and citizen participation into government.
<b>Fellow Recruitment</b>	CfA recruits and selects passionate individuals with skills in technology, design, and management who want to dedicate a year to public service. Fellow selection is highly competitive. Applicants are evaluated by a selection committee composed of CfA staff, and industry and government leaders.
<b>CfA Training</b>	CfA fellows participate in a one-month intensive training experience covering relevant topics associated with government, industry and technology and will do a deep dive into learning about you city. Training also continues throughout the year.
<b>Residency</b>	During February 2014 the fellows will be on site in San Antonio ("City") working with the designated team there. Goals during this month include learning how City operates, conducting research and having hands on experiences related to the proposed program focus, building a network of government, community and developer support, and brainstorming ideas and solutions with City staff. City is expected to help set up appropriate meetings between the Fellows and staff, make introductions to appropriate community leaders and citizens, help arrange hands on fellow experiences and organize a press event (announcement, press conference) highlighting the collaborative effort between the City and the CfA Fellows. City will host the CfA Fellows on site in city offices and provide them with space to work. Fellows will return near the end of the Program for one additional week of Residency to complete transition.
<b>Solution Building</b>	Over the course of the Program, Fellows will conduct interviews and research to inform and drive solutions. They will focus on developing applications that drive engagement, transparency and efficiencies. They will also catalyze the community in addressing civic issues and facilitate collaborations between cities to leverage existing resources and share best practices.
<b>Program Conferences</b>	CfA will hold two conferences. One, in the fall of 2013, will introduce the City Coordinator (and other city staff as appropriate) to the 2014 program. The other, in the fall of 2014 will bring together all 2014 government partners, government, industry and tech leaders to review and share progress, stories

	and further opportunities.
<b>Wrap-Up &amp; Hand Off</b>	The last two months are dedicated to wrapping up the program and ensuring City has a plan to sustain the solution(s) and continue collaboration going forward. Events may be scheduled in your City to formally transition the work accomplished during the Fellowship.

Section B: Projected Milestones

2014 Program Selection – Finalists Notified	July 1, 2013
Recruitment of Fellows for 2014 Program	January 1 – July 31, 2013
Contract Completed City On-Boarding	August 31, 2013 November - December, 2013
2014 Program Begins	January 2014
CfA Training	January 2014
City Residency	February 2014
Solution Building	March 2014 – September 2014
Program Conferences	October 2013 & October 2014
Wrap-Up, End of Year Residency and Hand Off	October – November 2014
Program Completed	November 2014

Section C: City Expectations

<b>Program Coordinator</b>	City will designate a Program Coordinator that will work with CfA staff to execute the contract, ensure the success of the Residency, support Fellows throughout the Program, and participate in team meetings and other meetings, as needed. The Program Coordinator will also socialize the CfA Program within the city to insure key stakeholders understand both the elements and characteristics of the Program.
<b>Contract Execution</b>	City will ensure timely execution of the contract. This will require contract to be signed and completed by August 31, 2013.
<b>CfA Training</b>	City Team will participate in specific modules during On-Boarding and CfA Training designed to introduce you to your assigned Fellows and help them understand program goals and objectives. These modules can be conducted via a video conference call.
<b>Host 2014 Residency</b>	City is expected to set up appropriate meetings between CfA Fellows and city staff and relevant community leaders, citizens and other groups to ensure a successful Program. City is expected to arrange a Press Conference during residency to introduce the Fellows and discuss the Fellowship engagement. City will host the CfA Fellows on site in city offices and provide them with space to work. As necessary, City will also provide necessary access to

	government buildings and systems.
<b>City Support</b>	City will be prepared to designate 10% - 15% of one or two staff's time to help support the Fellows during the program including serving as an overall resource, participating in planning and organizing meetings, identifying project sponsors, helping with sustainability planning, etc..
<b>Team Meetings</b>	City will participate in regular team meetings as required. Team meetings may occur more frequently during the Residency month and occasionally throughout Program.
<b>Program Conferences</b>	City will participate in two Program Conferences in San Francisco, CA tentatively scheduled for October 2013 and October 2014.
<b>Program Sustainability</b>	City will plan for and ensure sustainability of the solution after the 2014 Program. This may require identifying city resources that can support, maintain, and grow the solution over time.

**Section D: Code for America Expectations**

<b>Fellow Recruitment and Selection</b>	CfA recruits and selects passionate technologists throughout the country who want to give a year to public service. Fellow selection is highly competitive. Fellows are evaluated by a selection committee made up of CfA staff, and industry and government leaders.
<b>CfA Head of Government Relations</b>	CfA's Fellowship Director will be the City's primary point person within CfA for issues associated with contracting, overall program performance, and other issues as they arise. Other CfA staff will interact with the cities periodically around City Residency planning and overall program execution.
<b>CfA Fellow Team Advisory Board</b>	CfA will create an Advisory Board for your Fellow Team composed of government, industry and Tech experts to provide feedback and coaching to the team as they complete projects in support of City.
<b>CfA Training</b>	CfA provides Fellows with a one-month intensive training experience. While the specific content and curriculum may vary from year to year, CfA Training will expose the Fellows to topics related to government, technology and industry - and will provide an opportunity for the Fellows to dive deep into specific information and context of your city. They will also spend time enhancing their skills in the general areas of project management, communication, client management, negotiation and team building.
<b>Residency</b>	CfA staff will partner with City's Program Coordinator to ensure the success of Residency. CfA provides travel and housing expenses for the Fellows during the Residency period.
<b>Solution Building</b>	CfA Fellows will partner with city staff to develop solution(s) to the proposed focus, as defined in the 2014 Program application, or other focus that is mutually determined during the Program.
<b>Program Conferences</b>	CfA will host two conferences - one in October 2013 to orient the City Coordinator (and other applicable staff) to the 2014 program. The other will be in October, 2014 that will bring together city staff, Fellows, government

	partners, and industry leaders, to review and share progress, stories and further opportunities.
<b>Wrap-up and Hand Off</b>	CfA will dedicate the last two months of the Program to wrap-up and hand off the solution to ensure City has the ability to sustain the solution. Events may be conducted in your city to formalize the transition.

Section E: Payments

**Program Fee.** City shall pay to CFA a fee for the City's participation in our program in the amount of \$180,000. Invoices will be issued 30 days prior to the scheduled payment date. Payments are scheduled as follows:

- 1 \$60,000 on November 1, 2013
- 2 \$60,000 on February 1, 2014
- 3 \$60,000 on May 1, 2014

## STANDARD TERMS AND CONDITIONS

1.1 Intellectual Property; Use of Materials. Unless specified otherwise in the SOW, any CFA deliverables under the program will be in the form of Open Source Software and the City of San Antonio's use of the deliverables will be subject to Open Source Software license terms. CFA will provide the City of San Antonio with the version of the Open Source Software license terms that are applicable to any deliverables. Open Source Software means software that consists of, contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, or pursuant to similar licensing and distribution models (e.g., GNU, Linux, Mozilla Public License, the Apache Software License, etc.). To the extent any CFA deliverables under the program are not subject to an Open Source Software license, CFA shall own all rights in and to, including the right to license to others rights in and to any of, the deliverables under the program; provided, however, CFA shall provide the City of San Antonio a non-exclusive, worldwide, non-royalty bearing, license to use such deliverables in perpetuity.

1.2 Confidentiality. With respect to any information supplied in connection with the program and designated in writing by the delivering party as confidential, the receiving party agrees to: (i) protect the confidential information in a reasonable and appropriate manner; and (ii) use confidential information only to perform its obligations under the program. This confidentiality obligation shall not apply to information that is: (a) publicly known; (b) already known to the recipient; (c) disclosed to a third party without restriction; (d) independently developed; or (e) disclosed pursuant to a legal requirement or order.

Notwithstanding any other provision of this agreement, the parties understand that the City of San Antonio is a governmental entity required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to records requests made under the Act. Pursuant to the requirements of TPIA, if the City of San Antonio receives a request for information which CFA has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, the City of San Antonio will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, the City of San Antonio will notify CFA of its receipt of the request and request an attorney general decision identifying the exception(s) to disclosure believed to apply. The Parties acknowledge that TPIA requires a brief to be submitted to the attorney general explaining why the claimed exceptions apply to the information in issue. City of San Antonio shall not be obligated to submit the brief supporting those claimed exceptions. CFA shall be solely responsible for submitting the brief and the documents in issue to the attorney general.

Should the attorney general render a decision indicating that all or a part of the information must be disclosed, the City of San Antonio shall be permitted to disclose the information unless CFA successfully contests the attorney general decision in accordance with the requirements of TPIA. Nothing in this agreement shall require the City of San Antonio to institute or participate in any litigation relating to an open records request for information that CFA considers to be confidential.

1.3 Disclaimer of Warranties. THE CITY OF SAN ANTONIO AND CFA EACH EXPRESSLY DISCLAIM, AND EACH EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WITH RESPECT TO INTELLECTUAL PROPERTY OR CONFIDENTIALITY MATTERS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. CFA'S TOTAL LIABILITY RELATING TO THE PROGRAM SHALL IN NO EVENT EXCEED THE FEES CFA RECEIVES UNDER THIS AGREEMENT.

#### 1.4 Indemnities.

CFA covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City of San Antonio and the elected officials, employees, officers, directors, volunteers and representatives of the City of San Antonio, 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 of San Antonio directly or indirectly arising out of, resulting from or related to CFA'S activities under this Agreement, including any acts or omissions of CFA, any agent, officer, director, representative, employee, Company or subcontractor of CFA, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City of San Antonio, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CFA AND City of San Antonio 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 OF SAN ANTONIO UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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. CFA shall advise the City of San Antonio in writing within 24 hours of any claim or demand against the City of San Antonio or CFA known to CFA related to or arising out of CFA'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CFA'S cost. The City of San Antonio shall have the right, at its option and at its own expense, to participate in such defense without relieving CFA of any of its obligations under this paragraph.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CFA in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CFA shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CFA fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CFA shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CFA, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CFA or any subcontractor under worker's compensation or other employee benefit acts.

#### 1.5 Insurance

A) Prior to the commencement of any work under this Agreement, CFA shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City of San Antonio's Information Technology Services Department, which shall be clearly labeled "Code for America Fellowship" 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 of San Antonio 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 of San Antonio. The City of San Antonio shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City of San Antonio's Information Technology Services Department. No officer or employee, other than the City of San Antonio's Risk Manager, shall have authority to waive this requirement.

B) The City of San Antonio 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 of San Antonio's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City of San Antonio allow modification whereby City of San Antonio may incur increased risk.

C) CFA's financial integrity is of interest to the City of San Antonio; therefore, subject to CFA's right to maintain reasonable deductibles in such amounts as are approved by the City of San Antonio, CFA shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at CFA'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 CFAs c. Products/Completed Operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage, \$1,000,000 per occurrence;  \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
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

D) CFA agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of CFA herein, and provide a certificate of insurance and endorsement that names the CFA 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 subcontractors. This provision may be modified by City of San Antonio's Risk Manager, without subsequent City of San Antonio 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 of San Antonio'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 of San Antonio, the City of San Antonio 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). CFA shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City of San Antonio at the address provided below within 10 days of the requested change. CFA shall pay any costs incurred resulting from said changes.

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

F) CFA 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 of San Antonio, 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 of San Antonio, 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 of San Antonio where the City of San Antonio 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 of San Antonio.
- Provide advance written notice directly to City of San Antonio 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, CFA shall provide a replacement Certificate of Insurance and applicable endorsements to City of San Antonio. City of San Antonio shall have the option to suspend CFA'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.

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

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

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

K) 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 of San Antonio shall be limited to insurance coverage provided..

L) CFA and any subcontractors are responsible for all damage to their own equipment and/or property.

1.6 Term. This Agreement commences on the date of the parties signature ("Effective Date") and, unless sooner terminated as provided hereunder, will expire on the date of the last deliverable identified in the final SOW. The period from the Effective Date through expiration of termination of this Agreement is the "Term."

1.7 Termination.

(a) By CFA. If the City of San Antonio materially breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of the breach by CFA to the City of Antonio, CFA may terminate this Agreement. Upon termination, CFA shall be entitled to receive payment of all amounts due under this Agreement through the effective date of termination. This amount shall be calculated from the date the last payment was made up to, and, including the last day of the notice period by calculating a pro rata portion of the Development Fee.

(b) By the City of San Antonio. If CFA materially breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of the breach by the City of San Antonio to CFA, the City of San Antonio may terminate this Agreement.

(c) For Non-Appropriation of Funds. If funding for the Agreement is not appropriated, City retains the right to terminate this Agreement at the expiration of each of City's budget periods

1.8 Non-Agency Relationship. No agency, partnership, joint venture or fiduciary relationship between City of San Antonio and CFA is involved or created with respect to this Agreement.

1.9 Waivers and Amendments; Remedies. No amendment, modification, or waiver of any provisions of this Agreement, nor consent to any departure therefrom, will be effective unless the same shall be in writing and signed by an officer or manager, as the case may be, of each party hereto, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. No failure on the part of a party hereto to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof. The remedies provided in this Agreement are cumulative and, unless otherwise expressly provided herein, not exclusive of any remedies provided by law.

1.10 Notices. Any notice required to be given hereunder shall be sent by certified or registered mail, postage prepaid, to the addresses set forth herein, or to such other addresses as may subsequently be specified in writing, and shall be deemed to be given and effective ten (10) days after sending.

Notices to CFA shall be addressed to:

Meghan Reilly, CFO  
Code for America Labs, Inc.  
155 9th Street  
San Francisco, CA 94103

Notices to City of San Antonio shall be addressed to:

Hugh Miller  
Chief Technology Officer  
City of San Antonio  
PO Box 839966  
San Antonio, TX 78283

1.11 Survival. The rights and obligations of the parties contained in these Standard Terms and Conditions will survive the termination or expiration of this Agreement.

1.12 Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without reference to rules regarding conflicts of laws.

1.13 Transferability. Neither Party shall be permitted to assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other Party hereto.

1.14 Severability. The illegality, invalidity or unenforceability of any part of this Agreement is not intended to affect the legality, validity or enforceability of the remainder of this Agreement. If any part of this Agreement is found to be illegal, invalid or unenforceable, the parties intend that this Agreement will be given such meaning as would make this Agreement legal, valid, and enforceable in order to give effect to the intent of the Parties.

1.15 Section Headings. The section headings of this Agreement are inserted for reference only and do not affect the meaning of this Agreement.

1.16 Construction. This Agreement shall be construed as if CFA and City of San Antonio prepared all of its language jointly, and no ambiguity or uncertainty, which may be found herein, shall be construed against either CFA or City of San Antonio on the ground that either CFA or City of San Antonio drafted or proposed the language in question.

1.17 Counterpart Originals. This Agreement may be executed in any number or counterparts, each of which when so executed and delivered shall be deemed an original, and all of which counterparts taken together shall constitute one and the same instrument.

1.18 Facsimile Signatures. This Agreement and any counterpart original thereof may be executed and transmitted by facsimile followed by mailing of the original. The facsimile signature shall be valid and acceptable for all purposes as if it were an original.

1.19 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

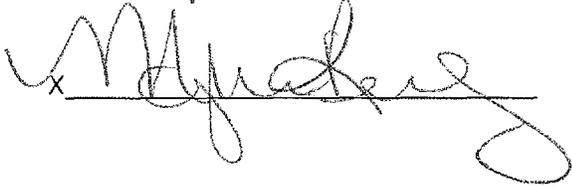
1.20 All payments shall be made in accordance with Chapter 2251, Texas Government Code (the "Prompt Payment Act").

1.21 On-going Software or Hosting Costs. Code for America will provide an environment for the City San Antonio 's solution to be developed and tested. It will be the responsibility of the City San Antonio to provide an environment for the solution after the term of this agreement. In addition, in the case where Code for America uses a software that has associated fees, those fees will be the responsibility of the City San Antonio after the term of this agreement.

EXECUTED and AGREED to as of the dates indicated below.

Code for America Labs, Inc.  
Name: Meghan Reilly  
Title: Chief Financial Officer

Date: 7/18/2013

x 

City of San Antonio  
Name: Hugh Miller  
Title: Chief Technology Officer

Date: \_\_\_\_\_

X \_\_\_\_\_