AN ORDINANCE 2013-09-12-0627

ADOPTING THE ANNUAL CONSOLIDATED OPERATING AND CAPITAL BUDGETS FOR THE CITY OF SAN ANTONIO FOR FY 2014; APPROPRIATING FUNDS; AUTHORIZING PERSONNEL COMPLEMENTS; APPROVING THE 6-YEAR CAPITAL IMPROVEMENTS PROGRAM; AND APPROVING THE PROJECTS INCLUDED IN THE 5-YEAR INFRASTRUCTURE MANAGEMENT PROGRAM; APPROVING CERTAIN CONTRACTS; APPROVING A SPEED HUMP POLICY; AND PROVIDING FOR A ONE-TIME ANNUITY INCREASE FOR RETIREES AND THEIR BENEFICIARIES AND A REVISION TO THE CITY'S CONTRIBUTION RATE, IN CONNECTION WITH THE TEXAS MUNICIPAL RETIREMENT SYSTEM.

* * * * *

WHEREAS, in accordance with Article VII of the City Charter, it is necessary to adopt a budget for the period commencing October 1, 2013, and ending September 30, 2014 ("FY 2014"); and

WHEREAS, a Proposed Annual Budget for FY 2014 has been prepared by the City Manager in accordance with Article VII of the City Charter, and presented to the City Council; and

WHEREAS, ten Area Budget Input Meetings and two City-wide Budget Public Hearings, for which notices were published, as required by law, were held; and

WHEREAS, five Area Budget Input Meetings were held prior to the development of the Proposed Budget and five additional Area Budget Input Meetings were held after the Proposed Budget was presented to City Council on August 8, 2013; and

WHEREAS, following City Council budget work sessions, the Proposed Budget was considered by the City Council on September 12, 2013; and

WHEREAS, after presentation and consideration of several amendments set forth in a statement, as required under Article VII of the City Charter, the City Council by this Ordinance adopts the FY 2014 Budget; **NOW THEREFORE:**

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

SECTION 1. Annual Operating Budget.

The Proposed Annual Budget, as set out in Attachment 1, and as amended by Attachment 2, Attachment 3, Attachment 8, and Attachment 32 all of which are attached hereto and incorporated herein for all purposes, and the following Sections of this Ordinance, is hereby approved and adopted for FY 2014.

SECTION 2. Appropriations.

A. The sums set forth in Attachment 3 are hereby appropriated for FY 2014 for the different City Departments and purposes of the City.

B. The City Manager, through the Director of the Office of Management and Budget, is hereby authorized to distribute funds from the Non-Departmental Department in the General Fund allocation after a review process is conducted to determine appropriate budget levels for police and fire retiree payouts, civilian retiree payouts, capital outlay, and motor fuel.

SECTION 3. Budgeted Financial Reserves.

The use of Budgeted Financial Reserves will be authorized only after an analysis has been prepared by the City Manager and presented to the City Council that outlines the cost associated with the use of the reserves. The expenditure of said funds, if necessary, shall be approved through the adoption of subsequent ordinance(s).

SECTION 4. Mayor and City Council Budgets.

Funds for the City Hall and Constituent Office FY 2014 Budget have been appropriated in the Mayor and City Council Operating Budget, and are available to carry out daily operations of the Mayor and City Council Officers, as follows.

A. **Mayor and Councilmember Administrative Assistant Services Budgets**. The Mayor shall be allocated $204,156 and each Councilmember shall be allocated $285,585 to contract for Administrative Assistant services in accordance with the provisions of this Section. Of this amount, the Mayor shall be allocated $187,020 and each Councilmember shall be allocated $264,849 for compensation of Administrative Assistants. In addition, $11,520 is allocated for the Mayor and $15,120 is allocated for each Councilmember to reimburse full-time Administrative Assistants for the purpose of acquiring health care insurance, and $5,616 for the Mayor and each Councilmember to reimburse full-time Administrative Assistants for parking, contingent upon presentation of sufficient documentation of the respective monthly expenses.

   The Mayor and each Councilmember may use District Budget Administrative Assistant Funds to contract for the services of no more than the equivalent of six (6) full-time Administrative Assistants to assist them in serving constituents. Administrative Assistants employed full-time can be paid no more than $88,798 for the period from October 1, 2013 through September 30, 2014, regardless of the number of Councilmembers that an Administrative Assistant is employed by during FY 2014. Payment for part-time Administrative Assistants shall be paid on a pro-rata basis.

   Administrative Assistants are not City Employees, but are employees of the Mayor or the individual Councilmember. These Administrative Assistants answer only to the Mayor or Councilmember by whom they are employed, and represent only the respective Mayor's or

Councilmember's point of view in serving constituents. Attached hereto and incorporated herein for all purposes, as Attachment 4, is a form contract and a form contract amendment to be utilized in contracting for such services. All contracts entered into pursuant to this subsection must be in substantially the same form and content as shown in the attached.

B. **Mayor and City Council Expense, Car, and Cellular Phone Allowance**. The maximum amount available for reimbursement of expenses of the Mayor and each Councilmember, in connection with their official duties, is $10,000. The maximum reimbursement may not be supplemented with funds from any other budgeted line item. Additionally, the Mayor and each Councilmember may receive a monthly $70 cellular telephone allowance; and each may have the option of receiving a monthly $600 car allowance, or reimbursement up to $600 per month for business mileage, both incurred in connection with their official duties. Guidelines that govern the use and reimbursement procedures for the Mayor and City Council expense allowance are attached hereto and incorporated herein for all purposes as Attachment 5, and are hereby adopted.

In the performance of their official duties, Councilmembers may need the City to contract for facilities to hold City-wide or Council District events. Subject to the review and recommendation of the City Attorney's Office, authorization to execute such contracts is granted to the City Manager, or her designee, as long as it follows current City of San Antonio procurement policies and is within the budgeted expense allowance.

Budgeted funds for establishment and operation of Constituent Office(s) shall be made available for expenditure, should establishment of such an office be desired by the Mayor or a Councilmember. All expenditures made from budgeted funds for payment of City Council Constituent Office rental contracts must be approved by the City Council through the adoption of subsequent ordinance(s).

SECTION 5. City Council Project Funds.

The amount of $50,000 is hereby allocated in One-Time Projects within the General Fund for the Mayor and each Councilmember for City Council Projects. The City Council Project Funds shall be spent in accordance with Ordinance No. 2011-12-08-1011. The City Manager, or her designee, is authorized to execute City Council Project Contracts, in substantially the same form and content as shown in Attachment 6, which is incorporated herein for all purposes.

SECTION 6. Outside Agency Contracts.

The City Manager, or her designee, is authorized to make payment to the following outside agencies in accordance with the FY 2014 Budget, and their respective contracts, as provided below:

A. **Delegate Agency and Governmental Entity Contracts.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute Delegate Agency Contracts, in substantially the same form as shown in Attachment 7, with each of the Delegate Agencies and for the amounts indicated in Attachment 8, and to incorporate as attachments to the Contracts, the project-specific scope of work, performance measures and

budgets. Should a Delegate Agency listed in Attachment 8 be unable to provide the service indicated, the City Manager, or her designee, is authorized to execute a Delegate Agency Contract with one of the other Agencies set forth in Attachment 8, to provide the service.

The City Manager, or her designee, is authorized to negotiate and execute After School Challenge Program contracts, in a form first approved by the City Attorney's Office, with each of the governmental entities shown in Attachment 8 for the amounts indicated therein.

The FY 2014 Budget includes a total allocation of $6.9 million in General Fund and Grant Funds to support the Haven for Hope campus. Contracts with Haven for Hope of Bexar County and Center for

Health Care Services are authorized under Sections 6B, 6C, and 6D, respectively; all other Haven for Hope-related contracts are authorized under Section 6A of this Ordinance.

B. **Haven for Hope Operating Agreement Amendment.** The City's contribution and payment of any City annual operating funds—including General Fund, Restricted Funds, and Grant Funds—to Haven for Hope of Bexar County shall be contingent upon the City Manager's, or her designee's, continued seat on the Haven Board of Directors as an ex-officio, non-voting Director.

Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract amendment, in substantially the same form as shown in Attachment 9, for the amount of $3,025,916 to Haven for Hope of Bexar County. The $3,025,916 is comprised of $1 million for Operations; $1,103,916 for Prospects Courtyard Security Services; and $922,000 for Residential and Support Services from the General Fund. The City Manager, or her designee, is further authorized to incorporate, as an attachment to the contract amendment, project-specific performance measures and a budget.

C. **Center for Hope (Restoration Center).** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form as shown in Attachment 10, for the amount of $1,000,000, and to incorporate as attachments a project-specific scope of work, performance measures and a budget.

D. **Center for Hope (Prospects Courtyard / Mental Health Unit).** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form as shown in Attachment 11, for the amount of $1,587,188, of which $1,112,971 is allocated for use at the Prospects Courtyard and $474,217 is allocated for use at the Mental Health Unit, and to incorporate as attachments a project-specific scope of work, performance measures and a budget.

E. **San Antonio Education Partnership (Scholarship Program).** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form as shown in Attachment 12, with SAEP for the amount of $2,412,814, which is consistent with the appropriations set forth in the FY 2014 Budget, and to incorporate as attachments a project-specific scope of work, performance measures and a budget.

F. **Carver 2014 Performance Season and Related Policies and Agreements.** The City Manager, or her designee, is authorized to execute a performance contract with each of the performers / management companies shown in Attachment 13 for the amounts indicated therein or with comparable artists or substitute contractors if services cannot be accomplished by any of the artists/contractors shown in Attachment 13. The City Manager, or her designee, is authorized to negotiate and execute any related and necessary technical production services contracts and theater license agreements as needed to produce artist performances listed in the 2014 season and for the use of the Carver Community Cultural Center. The form and content of said contracts are set forth in Attachments 14 and 15 and are hereby approved. The City Attorney's Office shall be consulted on the type of contract the managing department will use. A license fee schedule, attached hereto as Attachment 16, and facility use policies, attached hereto as Attachment 17, for the Carver Community Cultural Center are hereby approved and shall be followed when entering into the agreements set forth in this Ordinance.

A transfer of funds in the amount of $327,627 from the Culture and Creative Development Fund and $93,975 from the Carver Community Center Trust fund to the Organizational Support Project is hereby authorized. Acceptance of a payment from the Carver Development Board in the amount of $51,000 in support of the Carver is also authorized and appropriated. The City Manager, or her designee, is further authorized to execute any and all necessary documents to effectuate said acceptance from the Carver Development Board. There are a total of 14 authorized positions at the Carver. Of the 14 positions, seven are funded by the General Fund and seven positions are funded through the special revenue fund. The budget attached hereto as Attachment 18 and the personnel complement of seven (7) employees attached hereto as Attachment 19 is approved and adopted.

G. **Avenida Guadalupe.** Subject to Section 23 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 20, with Avenida Guadalupe for the amount of $142,000, which is consistent with the appropriation set forth in the FY 2014 Budget.

H. **BioMed SA.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 21, with BioMed SA for the amount of $100,000, which is consistent with the appropriations set forth in the FY 2014 Budget.

I. **San Antonio Metropolitan Partnership for Energy (Build San Antonio Green).** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 22, with San Antonio Metropolitan Partnership for Energy for the amount of $50,000, which is consistent with the appropriations set forth in the FY 2014 Budget.

J. **Free Trade Alliance.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as

shown in Attachment 23, with Free Trade Alliance for the amount of $180,000, which is consistent with the appropriations set forth in the FY 2014 Budget.

K. **San Antonio for Growth on the Eastside.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 24, with San Antonio for Growth on the Eastside for the amount of $358,668 which is consistent with the appropriations set forth in the FY 2014 Budget.

L. **San Antonio Zoological Society Contract.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 25, with the San Antonio Zoological Society for operation of the San Antonio Zoo for the amount of $306,597 from the Hotel Occupancy Tax Fund, which is consistent with the appropriations set forth in the FY 2014 Budget.

M. **Senior Nutrition Program Contracts.** The City Manager, or her designee, or the Director of the Department of Human Services, or her designee, is authorized to execute senior center nutrition contracts in substantially the same form and content as shown in Attachments 26, 27, 28, and 29 for the vendor, volunteer, and site-lease models to provide senior nutrition services, and to incorporate all attachments, including a project-specific scope of work, for each. Payment for each of the contracts is subject to the availability of grant and general funds, and collectively shall not exceed the amount budgeted by the City for the Senior Nutrition Program.

N. **Solar San Antonio.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 30, with Solar San Antonio for the amount of $60,000, which is consistent with the appropriations set forth in the FY 2014 Budget.

O. **Westside Development Corporation Contract**. Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 31, with Westside Development Corporation for the amount of $358,668 which is consistent with the appropriations set forth in the FY 2014 Budget.

P. **Arts and Cultural Agency Contracts.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute an Arts Agency Contract with each of the Art and Cultural Agencies shown in Attachment 32 for the amounts indicated therein. The form and content of each type of Art Agency Contract is set forth in Attachments 33, 34, 35, 36, 37, 38, 39, and 40 are hereby approved. The City Attorney shall determine the appropriate form for each Agency. The authority to execute these documents extends for sixty days from the approval of this Ordinance. Any remaining funds not contracted for after such sixty-day period shall be reprogrammed for use by the Department of Culture and Creative Development in accordance with City policies and guidelines.

Q. **Young Men's Christian Association ("YMCA").** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute an amendment to the contract, in

substantially the same form and content as shown in Attachment 41, with the Young Men's Christian Association in the amount of $120,000, for a total amount not to exceed $240,000, for Siclovia Events.

R. **UTSA Early Childhood Professional Development.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form as shown in Attachment 42, for the amount of $77,514, to provide resources for continuing education credit hours for child caregivers and directors in order to fulfill minimum state standards for child care, and to incorporate as attachments a project-specific scope of work, performance measures and a budget.

S. **UTSA College Pre-Freshman Engineering Program.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form as shown in Attachment 43 for the amount of $36,947, to provide resources for a academic enrichment program targeting students pursuing engineering or science, and to incorporate as attachments a project-specific scope of work, performance measures and a budget.

T. **San Antonio Education Partnership Board of Directors.** For so long as the City Council contributes funding to the San Antonio Education Partnership ("SAEP"), the City requires the Director of the Human Services Department or other City Manager designee to serve in an official, voting position on SAEP's Board of Directors. The City finds that there is no conflict of interest in such service.

U. **Child Safe.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form as shown in Attachment 44, with Child Safe in the amount of $75,000, which is consistent with the appropriations set forth in the FY 2014 Budget, and to incorporate as attachments a project-specific scope of work, performance measures and a budget.

SECTION 7. Other Agreements.

A. **Spoils Disposition Agreement.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement as shown in Attachment 45 with Don Otchere which is consistent with the appropriations set forth in the FY 2014 Budget.

B. **Organics Processing.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 46 with New Earth for the amount of $303,750, which is consistent with the appropriations set forth in the FY 2014 Budget.

C. **HemisFair Park Agreement.** Subject to Section 23 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 47 with HemisFair Park Area Redevelopment Corporation for the amount of $1,150,000, which is consistent with the appropriations set forth in the FY 2014 Budget.

D. **Plaza De Armas Community Studio Facility Equipment.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 48, with Unicom Government, Inc. in an amount not to exceed $7,750,000.00 which is consistent with the appropriations set forth in the FY 2014 Budget.

E. **San Antonio Affordable Housing, Inc (SAAH).** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 49, in an amount not to exceed $670,000, purposes of carrying out activities related to the REnewSA program, which is consistent with the appropriations set forth in the FY 2014 Budget.

F. **Avance Incorporated.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 50, in an amount not to exceed $100,000, for the purpose of awarding a grant for the rehabilitation of a 5,000 sq ft building located at 908 W. Houston St., which is consistent with the appropriations set forth in the FY 2014 Budget.

G. **Project Quest Incorporated.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract with Project Quest, Incorporated, in substantially the same form and content as shown in Attachment 51, in an amount not to exceed $400,000, which is consistent with the appropriations set forth in the FY 2014 Budget.

H. **Brooks City Base Improvements.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 52, in an amount not to exceed $3,000,000, for the purpose of infrastructure improvements to facilitate future development at Brooks City Base, which is consistent with the appropriations set forth in the FY 2014 Budget.

I. **Port Authority.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 53, in an amount not to exceed $3,700,000, for the purpose of infrastructure improvements at the Port of San Antonio, which is consistent with the appropriations set forth in the FY 2014 Budget.

J. **SA2020.** Subject to Section 23 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 54, in an amount not to exceed $100,000, which is consistent with the appropriations set forth in the FY 2014 Budget.

K. **San Antonio Public Library Foundation.** Subject to Section 23 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 55 in an amount not to exceed $50,000, to support the second annual Book Festival, which is consistent with the appropriations set forth in the FY 2014 Budget.

SECTION 8. Memberships and Dues.

The City Manager, or her designee, is authorized to pay the following annual membership fees or dues to the following agencies in the amounts indicated on the following page:

Alamo Area Council of Governments (AACOG)	$ 95,453
Airports Council International (Airport Fund)	$ 80,000
Austin – SA Corridor Council	$ 50,000
Commuter Rail District	$ 50,000
National League of Cities	$ 35,000
South Central Texas Regional Certification Agency	$ 43,750
San Antonio Mobility Coalition	$ 63,000
Texas Municipal League	$ 49,972
US Conference of Mayors	$ 40,235

Additionally, the City Manager, or her designee, is authorized to execute any necessary documentation with said agencies in order to effect membership by the City of San Antonio.

SECTION 9. San Antonio Housing Trust.

The City of San Antonio Housing Trust was established by City Council Ordinance on September 8, 1988 under a Declaration of Trust to provide affordable housing opportunities for low and moderate income families inside Interstate Highway Loop 410. Pursuant to said Declaration, the San Antonio Housing Trust Foundation Inc., a Texas non-profit corporation, is responsible for the administrative support of the operations of the City of San Antonio Housing Trust and Board of Trustees. On September 26, 1991, the San Antonio Housing Trust Foundation Inc. was designated and approved to be the administrative and fiscal agent to the City of San Antonio Housing Trust for disbursement of awards of Trust assistance.

Annually, the City contributes funds towards the administrative operation costs of the City of San Antonio Housing Trust Foundation, Inc. which administers the daily operations of the San Antonio Housing Trust. Funds contributed by the City in the amount of $195,890 are derived from the interest earned by the City on the San Antonio Housing Trust Fund corpus. The administrative services contract between the City of San Antonio and the San Antonio Housing Trust Foundation, Inc. for the term beginning October 1, 2013 to September 30, 2014 and the budget is hereby approved. The City Manager, or her designee, is hereby authorized to execute said administrative services contract, in substantially the same form and content with San Antonio Housing Trust Foundation, Inc., as shown in Attachment 56.

SECTION 10. Tax Increment Reinvestment Zone ("TIRZ") Property Tax Contributions.

The transfer of designated funds is authorized from fund balance within the General Fund and Debt Service Fund for FY 2014 to the Tax Increment Financing Special Revenue Fund, to reflect FY 2014 annual TIRZ transfers to developers of active TIRZs, as set forth in the Proposed FY 2014 Current Property Tax Revenue Fund Statement in Attachment 1.

SECTION 11. Employee Holidays.

A. Thirteen City holidays are hereby authorized for FY 2014, as set forth in Attachment 57. Certain civilian employees also may be eligible to receive an Attendance Incentive Floating Holiday for use during FY 2014, in accordance with Administrative Directive 4.4, Leave Administration. Any Floating Holiday granted to civilian employees during FY 2014 that is not taken by September 30, 2014, will be forfeited.

B. The FY 2014 Holiday Calendar has been modified to close most City facilities from Monday, December 23, 2013 through Wednesday, January 1, 2014. Friday, December 27, Monday, December 30 and Tuesday, December 31 are not official holidays; employees must choose to use Personal Leave, Annual leave, other accrued leave, or Voluntary Leave without pay for these days. Any departments and/or functions that will not close due to business need will submit alternative holiday schedules to the Human Resources Department and City Manager's Office prior to October 1, 2013. Once approved, these alternative holiday calendars will be posted and distributed within the impacted departments and/or divisions.

C. FY 2014 holidays for Uniformed Fire and Police Employees are subject to the Fire and Police Employee Relations Act, and shall be in accordance with their respective Collective Bargaining Agreement.

D. Uniformed Fire Department personnel will accrue a thirteenth holiday, designated as the September 11th Holiday in compliance with Texas Local Government Code, Section 142.0013. Since September 11th is not a City Holiday, this accrual shall be used in accordance with Fire Department policy.

SECTION 12. Employee Compensation.

The FY 2014 pay plan, as set forth in Attachment 58 is hereby approved. The following increases are hereby authorized as adjustments to certain employees' salaries as provided for below.

A. **Uniformed Fire and Police Employees.** Compensation for Uniformed Fire and Police Employees shall be paid in accordance with the terms set forth in their respective Collective Bargaining Agreement.

B. **City's Living Wage.** Effective October 1, 2013, the City's Living Wage will be $11.08 per hour for all full-time and part-time civilian employees.

C. **Civilian Pay Plan Implementation.** Step maintenance of an employee's pay will move to the next step unless they have reached the maximum of their respective pay range. Employees with a date of rank anniversary during the first quarter of FY 2014 will receive their annual step increase on the anniversary date. Remaining employees on the Step Pay Plan will receive their annual step increase on January 1, 2014. Peace Officers, other than uniform fire and police employees, will be included within this Pay Plan implementation. In

addition, those employees who are at Step 10 as of October 1, 2013, will be provided a one-time payment of $300 (pre-tax) in January 2014.

D. The following employees are not eligible for the Step Pay Plan-related pay increases in accordance with this Ordinance: City Council Appointees, Uniformed Fire and Police employees; part-time employees; temporary employees; employees in professional, managerial, or executive pay plans; and employees with salaries already above the maximum of the range.

E. **Performance Pay for Civilian Professional, Managerial, and Executive Employees.** Effective January 1, 2014, all regular full-time civilian professional, managerial, and executive employees in pay plan structures C, D, and E, except for the City Manager, City Clerk, City Auditor, Municipal Court Judges (whose pay is subject to City Council approval as stipulated in Section 12. F and 12.E); and uniform fire and police employees (all of whose pay is stipulated in Section 12. A of this Ordinance) will be eligible to receive increases in salary based on performance.

F. **Pay Increases for City Council Appointees.** Appropriations for pay increases to potentially include performance pay for City Council appointees, including the City Auditor, City Clerk and Municipal Court Judges, are included in the FY 2014 Budget.

G. **City Manager's Compensation**. The City Manager's compensation shall be paid in accordance with the terms set forth in Ordinance No. 2011-12-15-1055, and any future amendments approved by subsequent ordinance(s).

H. **Additional Pay Plan Changes.** Additional changes to the Pay Plan and individual salaries are authorized to be made by the City Manager during the fiscal year. These changes may include, but are not limited to, job classification title additions, deletions or amendments; reclassifications; salary increases; and salary range adjustments; provided no additional appropriations are required.

SECTION 13. Employee Health Benefits.

The City Manager, or her designee, is authorized to amend the City Employee Health Benefits Plan and set premiums for employee and dependent coverage, provided sufficient funds are appropriated by City Council.

Effective January 1, 2014, the health care coverage plan and premiums for all full-time civilian City Employees are as provided below:

A. **Health care coverage for civilian City Employees hired before January 1, 2009.** Health care coverage for all participating full-time civilian City Employees hired before January 1, 2009 will include three medical plan options, designed to maximize choices in selection of healthcare coverage.

Included in these three plan options is a Consumer Driven Health Plan, a new high deductible health plan named New Value PPO and the Premier PPO. Each medical plan has varying deductibles, copayments and coinsurance limits, as shown in Attachment 59. The goal for cost sharing is approximately 80%/20% with the City funding 80% of the overall cost.

B. **Health care coverage for civilian City Employees hired after January 1, 2009.** Health care coverage for all participating full-time civilian City Employees hired after January 1, 2009, will include three medical plan options, designed to maximize choices in selection of healthcare coverage. Included in these three plan options is a Consumer Driven Health Plan, a new high deductible health plan named New Value PPO and the Premier PPO. Each medical plan has varying deductibles, copayments and coinsurance limits, as shown in Attachment 59. The goal for cost-sharing is approximately 70%/30% with the City funding 70% of the overall cost.

SECTION 14. Retiree Health Care Contributions.

The City Manager, or her designee, is authorized to amend the Retiree Health Benefits Plan and set premiums for retiree and dependent coverage, so long as sufficient funds are appropriated by City Council.

A. **Non-Medicare eligible retirees.** Health care coverage for all non-Medicare eligible retirees includes the same three medical plans offered to City of San Antonio civilian active employees. Cost sharing for retirees employed with the City before October 1, 2007, will be approximately 67%/33% contribution split, with the City contributing 67% of the overall cost toward healthcare coverage as shown in Attachment 60.

Retirees employed by the City on or after October 1, 2007 must have a minimum of 5 years of City service to be eligible for retiree medical benefits. For those who become eligible for participation in the health benefits plan, the City will pay a subsidy based on years of service as follows:

- For employees hired by the City on or after October 1, 2007 and who work for the City for at least five (5) years, but less than ten years, the City will not provide a subsidy; and

- For employees hired by the City on or after October 1, 2007 and who work for the City at least ten (10) years, the City will subsidize retiree health care at 50%.

B. **Medicare eligible retirees.** Health care coverage for all Medicare eligible civilian retirees will be through a fully-insured Medicare Advantage program provided by Humana, Inc. Cost sharing for retirees employed with the City before October 1, 2007, will be approximately 67%/33% contribution split, with the City contributing 67% of the overall cost toward healthcare coverage as shown in Attachment 60.

Retirees employed by the City on or after October 1, 2007 must have a minimum of 5 years of City service to be eligible for retiree medical benefits. For those who become eligible for

participation in the health benefits plan, the City will pay a subsidy based on years of service as follows:

- For employees hired by the City on or after October 1, 2007 and who work for the City for at least five (5) years, but less than ten years, the City will not provide a subsidy; and
- For employees hired by the City on or after October 1, 2007 and who work for the City at least ten (10) years, the City will subsidize retiree health care at 50%.

SECTION 15. TMRS - One-time Annuity Increase.

A. On the terms and conditions set out in Sections 854.203 of Subtitle G of Title 8, Texas Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases provided for in this Section in monthly benefits payable by the Texas Municipal Retirement System ("System") to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

B. The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

C. An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

D. If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

E. The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

F. Subject to approval by the Board of Trustees of the System, this Section shall become effective on the 1st day of January 2014.

SECTION 16. TMRS Contribution Rate.

The City hereby elects to enact a contribution rate of 10.78% effective January 1, 2014 for the Texas Municipal Retirement System plan for all active full time employees and retirees. The City Manager, the Chief Financial Officer, or their respective designees, are hereby authorized to execute any and all documents and take all necessary actions to effect said contribution rate.

SECTION 17. Personnel Positions.

A. The number of City-funded personnel positions (excluding grant funded positions) in all City-funded Departments shall not exceed the total number by indicated fund, as set forth in Attachment 61, unless authorized by subsequent ordinance(s).

B. Any positions in any Departments, Divisions, Sections, Offices, or Programs which have been funded in previous budgets, but are not contained in the FY 2014 Budget Document, are hereby abolished.

C. **October 1, 2013 Police Uniformed Positions.** Effective October 1, 2013, the number of uniformed Police positions for FY 2014 is fixed by fund and rank as follows:

Rank	General Fund	Grant Funds	Total
Police Officer	1,540	0	1,540
Police Detective-Investigator	505	13	518
Police Sergeant	234	3	237
Police Lieutenant	50	1	51
Police Captain	20	0	20
Deputy Chief	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1
Total	**2,358**	**17**	**2,375**

D. **January 1, 2014 Police Uniformed Positions.** Effective January 1, 2014, the number of uniformed Police positions for FY 2014 is fixed by fund and rank as follows:

Rank	General Fund	Grant Funds	Total
Police Officer	1,507	0	1,507
Police Detective-Investigator	538	13	551
Police Sergeant	234	3	237
Police Lieutenant	50	1	51
Police Captain	20	0	20
Deputy Chief	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1
Total	**2,358**	**17**	**2,375**

E. Effective as of the date following the first vacancy after October 1, 2013 the number of positions in the rank of Police Lieutenant is fixed by fund and rank as follows:

Rank	General Fund	Grant Funds	Total
Police Officer	1,508	0	1,508
Police Detective-Investigator	538	13	551
Police Sergeant	234	3	237
Police Lieutenant	49	1	50
Police Captain	20	0	20
Deputy Chief	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1
Total	**2,358**	**17**	**2,375**

F. Effective as of the date following the second vacancy after October 1, 2013 the number of positions in the rank of Police Lieutenant is fixed by fund and rank as follows:

Rank	General Fund	Grant Funds	Total
Police Officer	1,509	0	1,509
Police Detective-Investigator	538	13	551
Police Sergeant	234	3	237
Police Lieutenant	48	1	49
Police Captain	20	0	20
Deputy Chief	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1
Total	**2,358**	**17**	**2,375**

G. **October 1, 2013 Fire Uniformed Positions.** Effective October 1, 2013, the number of uniformed Fire positions for FY 2014 is fixed by fund and rank as follows:

Rank	General Fund	Aviation Fund	Total
Firefighter	630	15	645
Fire Engineer	684	12	696
Lieutenant	161	2	163
Captain	111	2	113
District Chief	33	0	33
Assistant Chief	6	0	6
Deputy Chief	3	0	3
Fire Chief	1	0	1
Total	**1,629**	**31**	**1,660**

H. **July 1, 2014 Fire Uniformed Positions.** Effective July 1, 2014, the number of uniformed Fire positions for FY 2014 is fixed by fund and rank as follows, which includes the addition of two Fire Engineers and one Lieutenant.

Rank	General Fund	Aviation Fund	Total
Firefighter	630	15	645
Fire Engineer	686	12	698
Lieutenant	162	2	164
Captain	111	2	113
District Chief	33	0	33
Assistant Chief	6	0	6
Deputy Chief	3	0	3
Fire Chief	1	0	1
Total	**1,632**	**31**	**1,663**

I. By adoption of this Ordinance, City Council does not intend to alter or amend the powers or authority granted by the City Charter to otherwise make personnel decisions and to take personnel action.

SECTION 18. FY 2014 – FY 2019 Capital Improvements Program.

The expenditure of FY 2014 through FY 2019 Capital Improvements Program Funds, as set forth in Attachment I, as amended by Attachment 2, is hereby approved.

The budgets for capital projects listed in Attachment 62 are hereby appropriated consistent with the Six Year FY 2014 - FY 2019 Capital Improvements Program. Should any project within the Capital Improvement Program be funded by bond proceeds, the appropriation of the proceeds of each future year beyond FY 2014 are contingent upon the sale of such issuance, the sale of which is subject to approval through the adoption of subsequent ordinances(s) and receipt of funds therefrom.

SECTION 19. Five-Year Infrastructure Management Program

The Five-Year Infrastructure Management Program for FY 2014 – FY 2018 (Street Maintenance, Alley Maintenance, Drainage Maintenance, Sidewalks, Traffic Signals, Pavement Markings, and Advanced Transportation District Improvements), its base funding level for FY 2014, and its associated policies, are hereby approved as part of the FY 2014 Budget as set forth in Attachment 63.

SECTION 20. Speed Hump and Traffic Calming Devices

The Public Works Department Speed Hump and Traffic Calming Devices Policy and its implementation requirements and processes are hereby approved as part of the FY 2014 Budget as set forth in Attachment 64. Details including requests, eligibility, and funding are noted in the policy.

SECTION 21. Budget Document Filing.

The City Manager shall cause the FY 2014 Budget and a copy of this Ordinance to be filed with the City Clerk and the County Clerk of Bexar County, as required by the City Charter and the Texas Local Government Code.

SECTION 22. Conflict Provisions.

Any discrepancy between this Ordinance and Attachment 1 through Attachment 64 shall be resolved in favor of this Ordinance. Any conflict between this Ordinance and any prior ordinances shall be resolved in favor of this Ordinance.

SECTION 23. 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 6 and 7 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 expenditure 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 24. Headings.

The heading of any Section of this Ordinance does not limit or expand the meaning of that Section.

SECTION 25. Effective Date.

Except as otherwise provided above, this Ordinance shall take effect on October 1, 2013.

PASSED AND APPROVED THIS 12TH DAY OF SEPTEMBER, 2013.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Michael D. Bernard, City Attorney

APPROVED AS TO FUND:

Sheryl Sculley, City Manager

Agenda Item:	A
Date:	09/12/2013
Time:	10:35:27 AM
Vote Type:	Other: Fund SA2020
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		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			

Agenda Item:	**A**
Date:	09/12/2013
Time:	10:36:09 AM
Vote Type:	Other: Fund SAEP
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				x
Rey Saldaña	District 4				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			

Agenda Item:	**A**
Date:	09/12/2013
Time:	10:36:55 AM
Vote Type:	Other: Fund BBBS
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				x
Rey Saldaña	District 4		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		

Agenda Item:	**A**
Date:	09/12/2013
Time:	10:38:09 AM
Vote Type:	Other: Fund UTSA
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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		
Shirley Gonzales	District 5		x				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		

Agenda Item:	**A**
Date:	09/12/2013
Time:	10:39:24 AM
Vote Type:	Other: Fund D10 Sr Ctr
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x				
Elisa Chan	District 9				x		
Carlton Soules	District 10				x		

Agenda Item:	**A**
Date:	09/12/2013
Time:	10:45:02 AM
Vote Type:	Other: Fund Crisis Response Team
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				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			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8				x		
Elisa Chan	District 9				x		
Carlton Soules	District 10	x					

Agenda Item:	**A**
Date:	09/12/2013
Time:	10:46:04 AM
Vote Type:	Other: Avance Grant $100K
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				x
Ron Nirenberg	District 8				x		
Elisa Chan	District 9				x		
Carlton Soules	District 10				x		

Agenda Item:	A
Date:	09/12/2013
Time:	10:49:24 AM
Vote Type:	Other: CCPF Increase Of $15K Per District
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				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			
Elisa Chan	District 9			x			
Carlton Soules	District 10			x			

Agenda Item:	**A**
Date:	09/12/2013
Time:	10:50:59 AM
Vote Type:	Other: Vote On Environ Fee Separately
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x			x	
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Agenda Item:	**A**
Date:	09/12/2013
Time:	10:51:50 AM
Vote Type:	Other: Approve $1 Env Fee
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8			x		x	
Elisa Chan	District 9			x			
Carlton Soules	District 10			x			x

Agenda Item:	**A**
Date:	09/12/2013
Time:	10:52:41 AM
Vote Type:	Other: Adopt Balance Of Budget
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		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			

San Antonio
Fiscal Year 2013-2014
Budget Cover Page
September 12, 2013

This Budget will raise more revenue from property taxes than last year's budget by an amount of $18,296,146, which is a 4.72 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $5,986,671.

Of the $18,296,146 in added property tax revenue, $11,455,588 will be used in the City's General Fund for essential City services such as Police, Fire, Streets, Parks & Recreation and Code Enforcement. The remaining $6,840,558 will be used for debt service payments on debt issued for capital projects.

The City's FY 2014 Adopted Budget does not include a City property tax rate increase.

The members of the San Antonio City Council voted on the Ordinance adopting the City of San Antonio FY 2014 Budget as shown on the *"Agenda Voting Results"* sheets attached to this Budget Cover Page as Attachment I, which is made a part hereof for all purposes.

Property Tax Rate Comparison

	2013-2014	**2012-2013**
Property Tax Rate:	$0.56569/100	$0.56569/100
Effective Tax Rate:	$0.54638/100	$0.56279/100
Effective Maintenance & Operations Tax Rate:	$0.34210/100	$0.35237/100
Rollback Tax Rate:	$0.58096/100	$0.59206/100
Debt Rate:	$0.21150/100	$0.21150/100

Total debt obligation for San Antonio secured by property taxes: $1,406,185,000. In FY 2014, the City will expend the sum of $175,532,586 on principal and interest payments on this indebtedness.

A T T A C H M E N T I

Request for COUNCIL ACTION

City of San Antonio

Agenda Voting Results - A

Name:	A
Date:	09/12/2013
Time:	10:52:41 AM
Vote Type:	Other: Adopt Balance Of Budget
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		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			

Name:	A
Date:	09/12/2013
Time:	10:51:50 AM

Vote Type:	Other: Approve $1 Env Fee
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8			x		x	
Elisa Chan	District 9			x			
Carlton Soules	District 10			x			x

Name:	A
Date:	09/12/2013
Time:	10:50:59 AM
Vote Type:	Other: Vote On Environ Fee Separately
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x			x	
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Name:	A
Date:	09/12/2013
Time:	10:49:24 AM
Vote Type:	Other: CCPF Increase Of $15K Per District
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				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			
Elisa Chan	District 9			x			
Carlton Soules	District 10			x			

Name:	A
Date:	09/12/2013
Time:	10:46:04 AM
Vote Type:	Other: Avance Grant $100K
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				x
Ron Nirenberg	District 8				x		
Elisa Chan	District 9				x		
Carlton Soules	District 10				x		

Name:	A
Date:	09/12/2013

Time:	10:45:02 AM
Vote Type:	Other: Fund Crisis Response Team
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				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			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8				x		
Elisa Chan	District 9				x		
Carlton Soules	District 10	x					

Name:	A
Date:	09/12/2013
Time:	10:39:24 AM
Vote Type:	Other: Fund D10 Sr Ctr
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.

Result:	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				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x				
Elisa Chan	District 9				x		
Carlton Soules	District 10				x		

Name:	A
Date:	09/12/2013
Time:	10:38:09 AM
Vote Type:	Other: Fund UTSA
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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		
Shirley Gonzales	District 5		x				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		

Name:	A
Date:	09/12/2013
Time:	10:36:55 AM
Vote Type:	Other: Fund BBBS
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				x
Rey Saldaña	District 4		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		

Name:	A

Date:	09/12/2013
Time:	10:36:09 AM
Vote Type:	Other: Fund SAEP
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System.
Result:	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				x
Rey Saldaña	District 4				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			

Name:	A
Date:	09/12/2013
Time:	10:35:27 AM
Vote Type:	Other: Fund SA2020
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budget for the City of San Antonio for Fiscal Year 2014; approving the FY 2014 – FY 2018 5-Year Infrastructure Management Plan and the amended Speed Hump Policy; approving the FY 2014 – FY 2019 6-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; authorizing personnel complements; appropriating funds; and providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in

	connection with the Texas Municipal Retirement System.
Result:	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				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		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			

City of San Antonio, Texas
City Council Amendments to the FY 2014 Proposed Budget
Approved on *September 12, 2013*

Park Environmental Fee Restricted Fund

Item No.	Revenue Amendments	FY 2014 Budget Impact	FY 2015 Budget Impact
1	Parks Environmental Fee - $1 per month charged to the customer base of the Environmental Fee	$ 6,636,156	6,636,156
2	Parks Environmental Fee - CPS Billing and Collection Allocated Charge	(233,494)	(233,494)
	Total Potential New Revenue	**$ 6,402,662**	**$ 6,402,662**
	Expenditure Amendments		
3	Transfer currently funded General Fund activities eligible to be funded by the new Parks Environmental Fee including: Parks Mowing, Sanitation, Litter Collection and Disposal, and Tree Trimming. This transfer would create capacity in the General Fund to reinstate Parks Reductions and eliminate some Fee increases included within the FY 2014 Proposed Budget	$ 6,402,662	$ 6,402,662
	Total Expenditure Amendments	**$ 6,402,662**	**$ 6,402,662**

City of San Antonio, Texas
City Council Amendments to the FY 2014 Proposed Budget
Approved on *September 12, 2013*

General Fund
Expenditure Amendments

Item No.		FY 2014 Budget Impact	FY 2015 Budget Impact
	Parks Department		
	Reinstate Proposed FY 2014 Reductions		
1	Reinstate Park Renovation funds	308,692	308,692
2	Reinstate Outdoor Swimming Pool hours	309,395	309,395
3	Reinstate Park Sanitation and Landscape Maintenance	759,357	759,357
4	Reinstate Consolidation of Open Play Centers	547,498	547,498
	Eliminate Proposed Fee Increases		
5	Reduce proposed increase to Summer Youth Program Fees	59,770	59,770
6	Eliminate New Parks Swim Pass Fee	355,200	355,200
7	Eliminate New Parks Community Center Membership Fee	124,915	124,915
8	Eliminate New Boxing Participation Fee	5,080	5,080
9	Eliminate proposed fee increase to the Music and Dance Program	38,737	38,737
	New Improvements to Parks Budget		
10	Transfer Parks Deferred Maintenance Projects from Capital Budget	1,451,000	0
11	Add 4 SPARK projects in CD 1, 5, 9, and 10	220,000	0
12	Add funding for Parks improvements at Thunderbird Hills Park in CD7	75,000	0
13	Add funds for a Master Plan for Brackenridge Park	50,000	0
14	Add funds for a Community Gardens Program	50,000	50,000
15	Add funds for Parks Deferred Maintenance, Upgrades and Community Center Renovations	322,645	2,113,311
	Police Department		
16	Reinstate 10 Civilian Positions in the Crisis Response Team (CRT)	517,913	517,913
	Library Department		
17	Reinstate Library Hours from 48 to 56	834,930	834,930
18	Eliminate New Inter-loan Library Fee	1,500	1,500
	Economic Development		
19	Add funds for Cloud Academy. Provides for one year of funding, in FY 2015 request would be part of Delegate Agency Consolidated Funding Process	400,000	0
	Human Services Department		
20	Delegate Agencies: Reallocate funds from George Gervin ($80,702) to City Year $50,000 and Ella Austin $30,702	0	0

City of San Antonio, Texas
City Council Amendments to the FY 2014 Proposed Budget
Approved on *September 12, 2013*

General Fund
Expenditure Amendments

		FY 2014 Budget Impact	FY 2015 Budget Impact
	Animal Care Services		
21	Add funds to enhance Animal Care Services Budget. Funds would be utilized to work with Community Partners to increase animal intake capacity and/or for spay/neuter surgeries	100,000	100,000
	Mayor and City Council Budget		
22	Add funds to City Council Project Fund (CCPF) to increase proposed allocation of $35,000 to $50,000 per City Council District and Mayor	165,000	165,000
	Planning & Community Development		
23	Reinstate 1 Senior Planner Position proposed to be eliminated as part of the FY 2014 Proposed Budget. This position would support the development of the City Comprehensive Plan and Transportation Plan.	65,477	65,477
	City Clerk		
24	Add a Passport Agent Position to assist in processing passport requests	40,553	45,887
	Building and Equipment Services		
25	Add funding for a $100,000 grant to AVANCE to assist in restoring a former warehouse building into usable office space. Building is located at 908 W. Houston	100,000	0
	Transfers		
26	Public Works: Transfer Street Maintenance Projects to Capital Budget	(500,000)	0
27	Transfer General Fund activities eligible to be funded by new Parks Environmental Restricted Fund: Parks Mowing, Sanitation, Litter removal, and Tree Trimming	(6,402,662)	(6,402,662)
	Total Expenditure Amendments	**$0**	**$0**

City of San Antonio, Texas
City Council Amendments to the FY 2014 Proposed Budget
Approved on *September 12, 2013*

Capital Budget

Item No.	Expenditure Amendments	FY 2014 Budget Impact	FY 2015 Budget Impact
1	Transfer Parks Deferred Maintenance Projects from the Capital Budget Deferred Maintenance Project to the General Fund	(1,451,000)	0
2	Street Maintenance Projects ($500,000 transfer from General Fund to allow the one-time funding for the Cloud Academy and AVANCE and $900,000 in additional street maintenance that will allow the acceleration of some FY 2015 street projects into FY2014)	1,451,000	0
3	Reduce the allocation for future Capital Projects from $5 Million to $4.2 Million. Reduce FY 2014 allocation by $779,821 and allocate over two years	(389,911)	(389,911)
4	Reserve for purchase of 1 Fire Engine and Associated Equipment	389,911	389,911
	Total Capital Budget Amendments	**$0**	**$0**

Capital Improvement Management Services (CIMS) Fund

Item No.	Revenue Amendment	FY 2014 Budget Impact	FY 2015 Budget Impact
1	Adjust Capital Administrative Charges	638,978	638,978
	Total Revenue Amendments	**$638,978**	**$638,978**
	Expenditure Amendment		
2	Reinstate 10 of 12 positions proposed to be eliminated as part of the FY 2014 Proposed Budget.	638,978	638,978
	Total Expenditure Amendments	**$638,978**	**$638,978**

ATTACHMENT 3
FISCAL YEAR 2014 REVENUES & APPROPRIATIONS

FISCAL YEAR 2014 REVENUES

		ADOPTED AMOUNT
AVAILABLE FUNDS		
Beginning Balance (Excluding Budgeted Financial Reserves)	$	**35,055,789**
GENERAL FUND FY 2014 REVENUES		
Revenues		
Current Property Tax	$	254,301,878
City Sales Tax		234,858,449
CPS Energy		292,161,885
Business and Franchise Tax		31,006,821
Liquor by the Drink Tax		5,267,484
Delinquent Property Tax		2,878,150
Penalty and Interest on Delinquent Taxes		1,967,233
Licenses and Permits		7,545,673
San Antonio Water System		11,914,324
Other Agencies		7,353,046
Charges for Current Services		
General Government		5,581,434
Public Safety		37,412,576
Highways/Streets/Sanitation		551,645
Health		2,811,954
Recreation and Culture		11,155,613
Fines		14,369,816
Miscellaneous Revenue		
Sale of Property		4,611,499
Use of Money and Property		1,981,950
Interest on Time Deposits		732,844
Recovery of Expenditures		1,316,872
Miscellaneous		279,223
Interfund Charges		1,316,441
Total Revenue	**$**	**931,376,810**
Other Revenues		
Transfers from Other Funds		30,224,249
Total Revenue and Transfers	**$**	**961,601,059**
TOTAL REVENUE, BEGINNING BALANCE, AND TRANSFERS	**$**	**996,656,848**

ATTACHMENT 3 (CONTINUED)

FISCAL YEAR 2014 APPROPRIATIONS (CONTINUED)

		ADOPTED AMOUNT
GENERAL FUND FY 2014 APPROPRIATIONS		
Departmental Appropriations		
Animal Care	$	11,260,809
Center City Development		1,376,902
City Attorney		7,255,077
City Auditor		2,823,953
City Clerk		2,919,010
City Manager		3,248,310
Code Enforcement Services		11,536,415
Communication & Public Affairs		4,378,268
Downtown Operations		6,141,101
Economic Development		3,449,853
Finance		8,166,564
Fire		262,795,420
Health		11,262,363
Historic Preservation		1,032,361
Human Resources		4,101,671
Human Services		19,449,256
Intergovernmental Relations		1,106,357
Library		33,614,717
Management & Budget		2,803,997
Mayor and Council		6,064,886
Municipal Court		13,554,805
Municipal Elections		85,500
Parks and Recreation		56,621,431
Planning		2,794,770
Police		381,508,357
Public Works		54,399,251
Total Departmental Appropriations	**$**	**913,751,404**
Other Appropriations		
Agencies		18,651,402
Non-Departmental/Non-Operating		38,968,086
One-Time Projects		7,432,562
Transfers		9,453,618
Total Other Appropriations	**$**	**74,505,668**
TOTAL GENERAL FUND APPROPRIATIONS INCLUDING TRANSFERS	**$**	**988,257,072**
Reserves		
Financial Reserves to Maintain 9%		834,650
Reserves for Two-Year Balanced Budget		7,565,126
TOTAL GENERAL FUND APPROPRIATIONS INCLUDING TRANSFERS & RESERVES	**$**	**996,656,848**

ATTACHMENT 3 (CONTINUED)

FISCAL YEAR 2014 APPROPRIATIONS (CONTINUED)

		ADOPTED AMOUNT
DEBT SERVICE FUNDS		
Debt Service Fund	$	168,445,785
Airport System Bonds Series 2001, 2002, 2003, 2006, 2007, 2010A, 2010B, 2012		23,321,105
Passenger Facility Charge & Sub. Lien Bond Series 2002, 2005, 2007, 2010, 2012		12,840,688
Convention Center Expansion Rev. Bond Series 1996, 2004A, 2006, 2008		21,207,750
Municipal Drainage Utility System Revenue Bonds, Series 2003, 2005		6,557,544
Parking System Refunding Bonds, Series 2004, 2008		2,230,467
Edwards Aquifer Protection Venue Tax Notes Series 2012		4,578,250
Solid Waste Refunding Bonds, Series 2006, 2010, COs 2006, 2007		294,584
TOTAL DEBT SERVICE FUNDS	**$**	**239,476,173**
SPECIAL REVENUE FUNDS		
Advanced Transportation District Fund	$	16,753,884
Child Safety Fund		2,304,490
Community & Visitor Facilities Fund		36,975,436
Confiscated Property Fund		2,582,442
Convention & Visitors Bureau Fund		19,740,398
Culture and Creative Development Fund		8,532,234
Economic Development Incentive Fund		1,750,000
Energy Efficiency Fund		1,429,132
Golf Course Operating and Maintenance Fund		101,578
Hotel/Motel Tax 2% Tax Collection Fund		3,212,492
Hotel Occupancy Tax Fund		57,873,499
Juvenile Case Manager Fund		835,926
Municipal Courts Security Fund		491,688
Municipal Courts Technology Fund		1,033,683
Red Berry Mansion		195,244
E-Rate		595,315
Parks Development & Expansion Fund - 2005 Venue Projects		2,036,200
Parks Development & Expansion Fund - 2010 Venue Projects		31,988,396
Parks Environmental Restricted Fund		6,636,156
Public Education & Government		8,519,625
Right of Way Management Fund		1,700,441
Starbright Industrial Development Corporation Fund		732,940
Storm Water Operating Fund		40,852,387
Storm Water Regional Facilities Fund		9,333,180
Tax Increment Financing Fund		513,767
Tree Canopy Preservation & Mitigation Fund		598,946
Visitor Information Center and City Store Fund		637,871
Westside Development Corporation		258,668
TOTAL SPECIAL REVENUE FUNDS	**$**	**258,216,018**
ENTERPRISE FUNDS		
Airport Operating & Maintenance Fund	$	87,279,784
Airport Passenger Facility Charge & Subordinate Lien Fund		16,654,204
Customer Facility Charges		16,710,000
Development Services Fund		24,948,259
Parking Operating & Maintenance Fund		9,191,550
Market Square Fund		2,600,241
Solid Waste Operating & Maintenance Fund		95,753,694
TOTAL ENTERPRISE FUNDS	**$**	**253,137,732**

ATTACHMENT 3 (CONTINUED)
FISCAL YEAR 2014 APPROPRIATIONS (CONTINUED)

		ADOPTED AMOUNT
TRUST FUNDS		
City Cemeteries Fund	$	128,502
TOTAL TRUST FUNDS	**$**	**128,502**
INTERNAL SERVICE FUNDS		
Capital Improvement Management Services Fund	$	19,125,572
Equipment Renewal & Replacement Fund		45,868,309
Facility Services Fund		15,124,989
Fleet Services Fund		44,435,971
Information Technology Services Fund		44,779,566
Purchasing & General Services Fund		5,185,122
TOTAL INTERNAL SERVICE FUNDS	**$**	**174,519,529**
SELF INSURANCE FUNDS		
Employee Benefits Insurance Fund	$	117,472,072
Unemployment Insurance Fund		361,842
Liability Insurance Fund		11,631,788
Workers' Compensation Fund		17,436,200
TOTAL SELF INSURANCE FUNDS	**$**	**146,901,902**

STATE OF TEXAS)
)
COUNTY OF BEXAR)

AT-WILL EMPLOYMENT CONTRACT FOR ADMINISTRATIVE SERVICES

This Agreement is made by and between _____, hereinafter referred to as **"Employer,"** and _____, hereinafter referred to as **"Employee"**. This Agreement is made this _____ day of _____, 20_____.

In consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

1.01 Purpose. The purpose of this Agreement is to effect the purchase of administrative services in support of the City Council responsibilities of Employer.

(a) _____, as a -time Employee is hereby employed to perform such services for the above stated Employer as Employer directs said Employee to perform as more fully set forth in ARTICLE III hereof.

(b) In the performance of this work, duties and obligations hereunder, it is mutually understood and agreed that said _____, shall be considered an employee of Employer. Accordingly, the Employer shall have control, direction and dominion over the Employee in accordance with the terms of this Agreement and provided however, that the Employee shall be responsible for performing the services contemplated hereunder in a good manner and the work shall be conducted in strict accordance with currently approved practices.

1.02 Employee has no authority to act for or on behalf of the Employer except as provided for in this Agreement, no other authority, power or use is granted or implied.

1.03 The Employee may not incur any debt, obligation, expense, or liability of any kind against the Employer without said party's express written permission.

1.04 The Employee may not receive any money owed to the Employer without said Employer's express written permission.

1.05 The Employee has no exclusive rights or benefits other than those set forth herein.

1.06 The Employer is not responsible or liable for any misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the Employee may cause or be involved in or that may arise during the term of this Agreement.

1.07 The Employee agrees to hold harmless, indemnify and protect the Employer from any problems, disputes, misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the Employee may cause, or other contingencies that arise as a result of the Employee's performance of this Agreement.

1.08 The authority of the City Charter and Ordinances of the City of San Antonio and the laws of the State of Texas hereby limits the Employee.

1.09 The employee is not obligated under the terms of this agreement to perform any service for the employer related to, directly or indirectly, the political activities commonly associated with and within the scope of political activities of Employer, and Employee is prohibited from engaging in such activities in connection with the services under this contract. The employee may participate in political activities commonly associated with and within the scope of political activities of Employer, provided such activities do not take place during duty hours for services under this contract. City equipment and resources provided to the Employee for use in performing services under this contract shall not be used directly or indirectly in connection with the political activities commonly associated with and within the scope of political activities of Employer.

ARTICLE II.
AT-WILL RELATIONSHIP

2.01 Employer and Employee agree that this employment arrangement is an at-will relationship, terminable by either party at any time for any reason. Neither the provisions of ARTICLE IV concerning compensation, nor any other provision of this agreement is intended to have any limitation on the right of either party to terminate this relationship at-will.

2.02 Other Termination. This Agreement shall automatically terminate on the effective date that Employer ceases to be a member of the City Council of the City of San Antonio, without any further notice by Employer to Employee.

ARTICLE III.
DUTIES

3.01 The Employee shall provide administrative duties in support of Employer's City Council Office responsibilities and is authorized to act for the Employer only to the extent necessary to fulfill the above described duties. No other authority is expressed or implied.

3.02 The Employee shall facilitate the resolution of problems which the constituents of District No. _____ may encounter, which the Employer may deem obligated to address and is authorized to resolve in the performance of the Employer's official duties as a City Council Member of the City of San Antonio.

3.03 The Employee agrees to devote the full time, energy and attention to the duties specified by the Employer.

3.04 The Employee agrees to provide prompt, courteous, efficient, and professional efforts to perform the administrative services contemplated by this Agreement.

ARTICLE IV.
COMPENSATION

4.01 The contractually agreed price to be paid by Employer to Employee for the services contemplated hereunder is _____ per month. Said fee shall be paid in two installments of _____ payable on or about the 15th and 30th day of each month.

4.02 Employer is responsible for payment of all employment taxes imposed on employers under federal, state, or local law including withholding tax, social security tax or unemployment compensation, on the funds distributed to the Employee from the Employer.

4.03 If Employee is full-time, Employer agrees to pay compensation in an amount not to exceed $300.00 per month as additional compensation to Employee to purchase medical insurance coverage. Said fee shall be paid in one installment payable on or about the 30th day of each month. In no event shall the total fee

paid hereunder exceed the amount of $300.00 per month. Payment shall cease upon cancellation or termination of medical insurance coverage. In order for the Employee to be reimbursed for said medical coverage, the Employee must furnish proof of insurance to Employer each month. Employee is responsible for payment of any and all insurance premiums including errors and omissions policies and medical or life policies that Employee may need or desire.

4.04 Employer may elect to provide up to $78 as a monthly parking allowance to the employee. This allowance shall be designated by employer in writing and employee shall furnish proof of parking expenses each month. Said fee shall be paid in one installment payable on or about the 15th day of each month.

4.05 Employer agrees to provide work space, supplies and secretarial support to Employee in connection with the provision of administrative services by Employee hereunder.

ARTICLE V.
NONCOMPETITION PROVISIONS

5.01 Restrictive Covenants. The Employee expressly agrees that while this Agreement is in effect, the Employee will not, directly or indirectly, as an employee, agent, proprietor, partner, broker, stockholder, officer, director, or otherwise, render any services to, or on her own behalf engage in or own a part or all of any business, enterprise or development, in conflict with the official duties of the Employer.

(a) Employee further expressly agrees that Employee will not use for his or her own benefit or disclose to any person confidential information of the Employer of any kind or character learned while acting as an Employee of the Employer, without the prior written consent of the Employer.

(b) The agreements contained in this article on the part of the Employee shall be construed as agreements independent of any other provisions of this Agreement, and the existence of any claim or cause of action of Employee against the Employer whether predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Employer of the agreements contained in this article.

5.02 Property Rights of COSA. All constituent letters, reports, requests for service and all records of the services performed, any other records and books relating in any manner whatsoever to the constituents services are official records and the exclusive property of the City of San Antonio. Upon the termination of this agreement all such books, records and documents shall remain with the Council District.

ARTICLE VI.
APPLICABILITY OF THE ETHICS CODE
OF THE CITY OF SAN ANTONIO

Employee understands and agrees that he or she is bound to comply with the provisions of the Ethics Code of the City of San Antonio as it applies in all respects to city employees as such code currently exists at the time of execution of this contract and as such code may be amended thereafter.

ARTICLE VII.
GENERAL AND ADMINISTRATIVE PROVISIONS

7.01 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

7.02 Assignment. The Employee shall have no right to transfer or assign his or her interest in this Agreement without the prior written consent of the employer.

7.03 Time Limits. Time is of the essence in this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

7.04 No Waiver. The failure or delay in the enforcement of the rights detailed herein by either party shall not constitute a waiver of said rights or be considered as a basis for estoppel. Either party may exercise its rights herein despite delay or failure to enforce said rights.

7.05 Dispute or Contest. In the unlikely event that a dispute occurs or action at law or in equity arises out of the operation, construction or interpretation of this Agreement, the losing Party shall bear the expense of attorney's fees and costs incurred by the prevailing Party in the action.

7.06 Paragraph Headings. The paragraph headings used herein are descriptive only and shall have no legal force or effect whatever.

7.07 Use of Pronouns. The use of the neuter singular pronoun to refer to the parties described herein shall be deemed a proper reference even though the parties may be an individual, a partnership, a corporation, or group of two or more individuals, partnerships, or corporations. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one party to this Agreement, and to either corporations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

7.08 Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in San Antonio, Bexar County, Texas.

7.09 Severability. The Parties to this Agreement agree that should any portion or provision of this Agreement be found or agreed to be unenforceable, waived, or otherwise invalid, the remaining portions and provisions contained herein shall still remain in full force and effect.

7.10 Entire Agreement. This Agreement shall represent the entire agreement by and between the parties hereto except as otherwise provided herein, and it may not be changed except by written amendment duly executed by all parties hereto.

7.11 Effective Date. This Agreement shall become effective upon execution by Employer and Employee.

EMPLOYEE WARRANTS THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS PRIOR TO SIGNING THIS AGREEMENT AND BY INITIALING NEXT TO THIS PARAGRAPH KNOWINGLY AGREES TO THE TERMS AND CONDITIONS OF THIS AT-WILL EMPLOYMENT CONTRACT UPON HIS/HER OWN FREE WILL. _____

Signed, Accepted and Agreed to this _____ day of _____, 20___ by the undersigned parties who hereby acknowledge that they have read and understand this and that they execute this legal document voluntarily and of their own free will.

EMPLOYER: **EMPLOYEE:**

_____ _____

City Councilmember, District

STATE OF TEXAS)
)
COUNTY OF BEXAR)

Before me on this day personally appeared _____ who is designated as the Employer in the foregoing CONTRACT FOR ADMINISTRATIVE SERVICES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ of _____, 20___.

_____
Notary Public in and for Bexar County, Texas

My commission expires:

STATE OF TEXAS)
)
COUNTY OF BEXAR)

Before me on this day personally appeared _____, who is designated as the Employee in the foregoing CONTRACT FOR ADMINISTRATIVE SERVICES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ of _____, 20___.

_____
Notary Public in and for Bexar County, Texas

My commission expires:

STATE OF TEXAS	}	**AMENDMENT TO**
	}	**AT-WILL EMPLOYMENT CONTRACT FOR**
COUNTY OF BEXAR	}	**ADMINISTRATIVE SERVICES**

THIS AMENDMENT TO THE AT-WILL EMPLOYMENT CONTRACT FOR ADMINISTRATIVE SERVICES (hereinafter "Amendment") is made by and between Council Member _____ (hereinafter "Employer") and _____ (hereinafter "Employee") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

I.

This Amendment is executed pursuant to Subsection 7.10 of the At-Will Employment Contract For Administrative Services (hereinafter "Contract"), entered into by and between Employer and Employee on _____. A copy of said Contract is attached hereto and incorporated herein for all purposes as **Attachment I**.

II.

Subsection 4.01 of the Contract is hereby amended in its entirety to read as follows:

4.01 The contractually agreed price to be paid by Employer to Employee for the services contemplated hereunder is $_____ effective _____. Said fee shall be paid in two (2) installments of $_____, payable on or about the 15th and 30th day of each month.

The Employee warrants that (s)he has read this Amendment, understands its contents prior to signing, and knowingly agrees to the amended terms herein upon his/her own free will.

Furthermore, Employer and Employee agree that this Amendment in no way alters their at-will relationship, terminable by either party at any time for any reason. Neither the provisions of this Amendment nor any other provision of the Agreement is intended to have any limitation on the right of either party to terminate this relationship at-will.

All other provisions of said Agreement are hereby retained in their entirety and remain unchanged.

The parties sign this Amendment on the _____ day of _____, 20 .

EMPLOYER: **EMPLOYEE:**

_____ _____

SUBJECT: City Council Expense Reimbursements

1. POLICY

The policy of the City of San Antonio is to reimburse City Councilmembers for actual costs of authorized business related expenses in connection with the official duties of a Councilmember up to $10,000 per fiscal year. Additionally, the mayor and each Councilmember shall receive a $70 cellular telephone allowance; and each shall have the option of receiving a monthly $600 car allowance, or reimbursement up to $600 per month for business mileage, both incurred in connection with their official duties. These monthly amounts may be adjusted in accordance with the CPI, as adopted by subsequent ordinance.

2. PURPOSE

To establish procedures for processing requests for reimbursement of eligible expenses from the City Councilmember expense accounts and to properly document/report such payments to Councilmembers in compliance with requirements under the United States Internal Revenue Code.

3. RESPONSIBILITY

a) Councilmembers with be responsible for submitting proper documentation to the City Clerk's Office to substantiate their requests for expense reimbursement. Monthly requests for the reimbursement will be reviewed by the Assistant to Council prior to submittal to the City Clerk's Office. All non-expendable items purchased with expense account funds will be inventoried (to include placing inventory tags on such property when otherwise required by City Procedures) and are to be returned to the Office of Council Support upon leaving office.

b) The City Clerk's Office, in coordination with the Office of Council Support, will be responsible for reviewing expense vouchers, ensuring that business-related expenses submitted for reimbursement are in compliance with this policy, and preparing requests for payments. The City Council Support Office is responsible for maintaining an inventory of all non-expendable items purchased by each Councilmember from expense account funds, and for taking all steps necessary to ensure that these assets are returned to the Office of Council Support when a Councilmember leaves office. The inventory list shall be provided to the Finance Department for recording as an asset of the City as required by established City Procedures.

c) The City Attorney's Office will be available, as necessary, on a case-by-case basis, to assist in the determination of whether an expense is eligible for reimbursement in accordance with Article VIII, Sec. 3 of the Texas Constitution and Section 9, Paragraph 3 of the City Charter.

d) The Finance Department, Division of Accounting, will be responsible for a secondary review of business related expenses submitted for reimbursement, processing requests for payments, and issuing checks to Councilmembers. The Finance Department shall also be responsible for accounting for non-expendable items in accordance with established City procedures.

4. ELIGIBLE EXPENSES

Expenses incurred by Councilmembers that are reasonable, necessary, made in connection with councilmember's official duties and expended for public purposes of the City of San Antonio are eligible for reimbursement in accordance with Article VIII, Sec. 3 of the Texas Constitution and Section 9, Paragraph of the City Charter.

Examples of eligible expenses for Councilmembers include, but are not limited to the following: equipment; tuition to a seminar or training class to learn more of public issues; a luncheon hosted by the district to communicate with a neighborhood group or constituents concerning problems needing attention; equipment, and reimbursement of expenses for district staff incurred in the performance of their duties; expenses to a private or non-profit entity, neighborhood association, or individual considered to be in the execution of a Councilmember's official duties; subscriptions to publications; and other City of San Antonio public purpose related expenses.

Examples of ineligible expenses include, but are not limited to the following: contribution or donation to a private or non-profit entity, neighborhood association, or individual not considered to be in the execution of Councilmember's official duties (whether in the form of a cash or check contribution, purchase of raffle tickets, etc.); alcoholic beverages, and ordinary living expenses that would normally be incurred whether or not serving on the City Council of the City of San Antonio (i.e. dry cleaning, personal lunches, etc.)

The above examples of eligible and ineligible expenses are general guidelines and not all inclusive; and specific fact situations that do not clearly fall within these examples should be referred to the City Attorney's office for an opinion.

5. TREATMENT OF REIMBURSEMENTS TO COUNCILMEMBERS UNDER THE UNITED STATES INTERNAL REVENUE CODE

In order for expense reimbursements to be excluded from the gross income of a Councilmember, the Councilmember must comply with the substantiation requirements of Reg. Sec. 1.274-2(A)-(e), that is, indicate on the applicable expense report (Exhibit II) the following elements:

1. Date/Time
2. Place
3. Amount
4. Business Purpose
5. Business relationship of person(s) with whom the person incurring the expense met

In accordance with Internal Revenue Service regulations, this report must be submitted within 60 days after the expenses were paid or incurred, and any excess reimbursement must be returned within 120 days.

6. DOCUMENTATION REQUIRED TO QUALIFY FOR EXPENSES REIMBURSEMENT

The Internal Revenue Service requires documentary evidence such as copies of receipts, paid bills or similar records for expenses of $75 or more. However, for purposes of this policy, the submission of documentary evidence for all expenses regardless of amount is required.

7. CAR EXPENSE ALLOWANCE/MILEAGE REIMBURSEMENT

A monthly car allowance of $600 will be paid to City Councilmembers as a mechanism to reimburse them for business mileage incurred in connection with their official duties. This monthly car allowance will be administered in compliance with applicable Internal Revenue Service regulations and reporting for amounts paid will be made in accordance with these regulations. The car allowance will be paid monthly at the same time other executive car allowance is paid.

As an alternative to receiving the monthly car allowance, Councilmembers may submit a mileage log on a monthly basis reflecting eligible business mileage incurred in connection with their official duties. Eligible mileage will be reimbursed at the rate per mile established by the Internal Revenue Service up to a total of $600 per month. In order to receive reimbursement under this method, an itemized business mileage log (Exhibit III), which includes the following elements, must be submitted and included with the Request for Reimbursement of Business Expenses:

1. Date
2. From
3. To
4. Miles Driven
5. Business Purpose

8. REIMBURSEMENT PROCEDURES

Documentation and substantiation to be included with the Councilmember Request for Reimbursement form (Exhibit "I") are as follows: the Business Expense Receipt Log (Exhibit "III").

The monthly expense reimbursement procedures policy is outlines as follows:

a) The Request for Reimbursement form with all supporting documentation and substantiation should be submitted to the City Clerk's office by the fifth business day of the month following the month for which reimbursement is requested.

b) The Request for Reimbursement form requires the Councilmember to certify that the expenses and substantiation submitted are true and correct, therefore, the Councilmember's original signature is required. Any amounts not properly substantiated will not be reimbursed until the proper substantiation is provided. Substantiation should occur within a reasonable period of time (Internal Revenue Service recommends 120 days from the date the expense was incurred).

c) Request for Payments for expense reimbursement will be prepared by the City Clerk's Office and submitted to the Division of Accounting of the Finance Department.

d) The Finance Department, Division of Accounting, will process each Request for Payment and have each check available within three (3) business days after receipt of the Request for Payment.

The City of San Antonio, Texas

OFFICE OF THE CITY COUNCIL

CITY COUNCIL PROJECT FUNDS APPLICATION

INTERNAL OR EXTERNAL CCPF APPLICATION

Today's date:

Are you submitting an:

❑ Internal Application

❑ External Application

APPLICANT INFORMATION

Applicants Last Name: First: Middle: *Amount Requesting:

**Please note that any award over $10,000 will require City Council Approval.*

Council District Request *(May send to multiple districts)*:

❑ District 1 ❑ District 2 ❑ District 3 ❑ District 4 ❑ District 5 ❑ District 6 ❑ District 7 ❑ District 8 ❑ District 9 ❑ District 10 ❑ Mayor

Project Request- CCPF FUNDS *(Delegate Agencies Excluded)*:

City Council finds that investment of CCPF in programs, activities, events, scholarships, goods or services deemed eligible under the criteria and guidelines established under this ordinance serve the municipal public purposes of:

- Promoting the health, safety and welfare of the community;
- Promoting family, social and economic stability;
- Promoting community education and training, which, in part, prepares the workforce for productive employment and meets the professional needs of the City;
- Promoting community recreation;
- Preventing homelessness; and
- Revitalizing neighborhoods.

Please identify your project request:

❑ **District/Community Events**

❑ **Education**

❑ **Youth/Senior Activities**

City Council finds that the following qualify as eligible Applicants for CCPF:

1) A City Council District Office for district events;

2) A non-profit entity that: a) is exempt from federal income tax or is able to show proof at the time of application for CCPF of having filed for tax exempt status as determined by the Internal Revenue Service under section 501(c)(3) of the United States Internal Revenue Code, or is an affiliate of a non-profit, tax-exempt corporation; b) is able to show proof of exemption from franchise taxes by the Texas State Comptroller at the time of application for CCPF; and c) demonstrates that the proposed services, programs and events funded by CCPF will be open the public;

3) A neighborhood association or other legally formed entity whose purpose as stated in its organizational documents is defined as serving the community;

4) Another governmental entity, such as a municipality, county, school district, or other political subdivision of the State of Texas, who is requesting CCPF for a project it is not required to carry out under its own charter or mandates by state or federal law, unless it involves a joint project with the City.

PROJECT INFORMATION:

Project Name: Project Liaison: Date of Event: / /

Description of Event/Purpose *(Attach Document: 200-300 words):*

❑ Invoices of how funds will be allocated *(I certify that I have attached all invoices related to this request. I understand that any missing invoices will not be covered by funds and purchases need to exclude alcohol, gift/gas cards, livestock, equipment or supplies from city departments and delegate agencies)*:

Important Note: Please if you are not a registered vendor with the City of San Antonio, visit this website to register at:
http://www.sanantonio.gov/purchasing/SAePS.aspx

Project Liaison Phone Number: Email:

Department/District/Organization: Address:

FOR EXTERNAL APPLICANTS ONLY

All fields are required to have the attachments when submitting. Applications will be considered incomplete if missing information.

❑ **Agency Board Roster:**

I certify that I have attached a list of board members and their contact information.

❑ **Agency Fact:**

I certify that I have attached a copy or the organizations purpose or mission, the services that the organization offers along with the name of the project & program description for which funds are being requested.

❑ **Organization Verification of Federal Tax Identification #**

I certify that I have attached a copy of the organizations Federal Tax Identification letter.

Acknowledgement Agreement (INSERT TERMS HERE):

❑ Agree with the terms

Disagreement of these terms will cancel the submission of this grant application.

APPROVAL OF FUNDS

All fields are required to be filled out prior to submitting. Applications will be considered incomplete if missing information.

Signature of Applicant: Date: / /

Signature of Councilmember (If Applicable) : Date: / /

Signature of Department Director/Department (If Applicable): Date: / /

Fiscal Approval: Approved Funding:

DELEGATE AGENCY CONTRACT TEMPLATE

STATE OF TEXAS *

COUNTY OF BEXAR * **DELEGATE AGENCY CONTRACT WITH (Name of** Contractor)

CITY OF SAN ANTONIO *

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 _____ pursuant to Ordinance No. _____ dated _____, and the **[agency name]** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of _____ 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) for _____ services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of _____ for a project entitled, [project/program name] (hereinafter referred to as the "Project" or "Program"); and

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

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **[Statement of Work** and**/or Performance Measures document(s)]**, affixed hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2013** and shall terminate on **September 30, 2014**.

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. 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 $_____.

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

[SELECT THOSE THAT ARE APPLICABLE, AND DELETE ALL OTHERS]

_____General Fund
_____ Community Development Block Grant (CDBG) CFDA # _____

_____ Community Service Block Grant (CSBG) CFDA # _____
_____Emergency Solutions Grant (ESG) CFDA # 14.231
_____Housing Opportunities for Persons with Aids (HOPWA) CFDA # 14.241
_____Federal Child Care Matching Funds
_____(Other funding sources)

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

3.3 [If grant funded, confirm that grant's matching requirements are met through the following paragraph, or modify as necessary] Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. 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. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). 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 percentage of 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. **(The following sentence shall be inserted as necessary:)** 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 percentage 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 percentage of 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.

3.5 **[This section may be inserted as necessary])** Contractor agrees that all funding approved by City for direct services in Contractor's Budget must be utilized to serve Program / Project participants that reside in the City of San Antonio or Bexar County.

[ALL U.S. Department of Housing and Urban Development (HUD) FUNDED Contracts that are not part of the consolidated funding RFP process ARE REQUIRED to include the following provisions, AS IS, in their special provisions attachment. DO NOT modify, delete or substitute any of the paragraphs, language or

verbiage. These provisions are to be used in addition to any other special provisions that may be used or required by the Managing City Department.

Contractor acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(l) (u)(Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).]

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 IV.

6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, 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**[Add following language if applicable:** including **[name of report],** which template is affixed hereto and incorporated herein as Attachment **V.** 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. 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 **XXXX** 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 **Project: [*project/program name*]** 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:

Based on the Scope of Services, the City's Risk Manager will insert additional types and amounts of insurance coverages to be required here prior to contract finalization. At a minimum the following coverages and amounts will be required:

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 _____
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. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

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 **[The following sentence shall be inserted as necessary])**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. **[THIS SENTENCE PERTAINING TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 252 MAY BE REMOVED IF YOUR CONTRACT IS FUNDED BY STATE OR FEDERAL GRANTS THAT CONTAIN THEIR OWN PROCUREMENT REQUIREMENTS]** 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 as directed by the Managing City Department.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's 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 performance measures document set forth in Attachment I hereto, so long as the terms of the amendment stay within the parameters set forth in the (statement of work document), also set forth in Attachment I hereto;

(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

_____
_____
_____
_____

Contractor:

_____
_____
_____
_____

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:

_____, Director
_____Department

CONTRACTOR:

[insert Contractor name]

_____
[insert name and title]

APPROVED AS TO FORM:

_____
Assistant City Attorney

_____
Board President (if required by Agency)

ATTACHMENTS

Attachment I – **[Statement** of Work and/**or Performance Measures document(s)**
Attachment II – Budget
Attachment III – Funding Guide/Special Provisions
Attachment IV – Grantor Contract **[include if applicable and referenced in the Contract]**
Attachment V – Report **[include if applicable and referenced in the Contract]**

HUMAN & WORKFORCE DEVELOPMENT SERVICES
CONSOLIDATED FUNDING REPORT
ADOPTED FY 2014 ALLOCATIONS

Attachment 8 - FY 2014 Budget Ordinance

Agency Name	Program Name	Consolidated Funding Process General Fund	Community Development Block Grant (CDBG)	Emergency Solutions Grant (ESG)	Housing Opp. for Persons with AIDS (HOPWA)	Adopted FY 2014
EDUCATION						
After School & Summer Care						
After School All Stars	Edgewood STAR Extended Program	153,768	[1]			153,768
Boys & Girls Clubs of SA	After School Challenge Program		375,203			375,203
East Central ISD	After School Challenge/Tutoring Program	189,714				189,714
Good Samaritan	After School Challenge Program	60,052				60,052
North East ISD	After School Challenge Program	262,006				262,006
Northside ISD	Learning Tree/Math & Science Initiative	223,611				223,611
San Antonio ISD	After School Challenge Program	1,341,669				1,341,669
South San Antonio ISD	After School Challenge Program	80,082				80,082
Southwest ISD	Inspiring Leaders After School Challenge Program	49,125				49,125
Ella Austin	Youth and Family Services	110,351				110,351
Family Service Association	Summer Youth	78,660				78,660
Presa Community Center	SKILLS	47,605				47,605
San Antonio Family Endeavors	School Readiness/Family Endeavors Childcare		119,340			119,340
YMCA	Y Strong Kids	355,132				355,132
Total After School & Summer Care		**$2,951,775**	**$494,543**	**$0**	**$0**	**$3,446,318**
Early Childhood Support						
Alamo Public Telecommunications, Inc.	Early On	340,691				340,691
Alamo Public Telecommunications, Inc.	Very Early Childhood	77,514				77,514
Avance San Antonio	Early On School Readiness Program	164,539				164,539
Avance San Antonio	Parent Child Education Program	360,781				360,781
Avance San Antonio	School Based Program	99,750				99,750
Boys Town Texas, Inc.	Very Early Childhood	95,000				95,000
Ella Austin	Early Childhood Professional Development	57,554				57,554
Family Service Association	Early Childhood Professional Development	256,500				256,500
Family Service Association	Early On	147,503				147,503
Family Service Association	FAST	147,503				147,503
Northside ISD	Early On	94,050				94,050
Respite Care of San Antonio	Developmental Daycare	121,222				121,222
San Antonio Public Library Foundation	Early On Little Read Wagon	55,276				55,276
St. Paul Lutheran Child Dev.	Early Childhood Professional Development	17,100				17,100
UTSA	Early Childhood Professional Development	77,514				77,514
YMCA	Y Preschool	104,071				104,071
YWCA of San Antonio	Early Childhood	125,015				125,015
YWCA of San Antonio	Early On	116,572				116,572
YWCA of San Antonio	Kinder School Readiness - PACT	45,823				45,823
Total Childhood Support		**$2,503,978**	**$0**	**$0**	**$0**	**$2,503,978**
Youth Services						
Boys & Girls Clubs of SA	College Access	51,851				51,851
City Year	Youth/Adult Education and Skills Development	50,000				50,000
Family Service Association	Youth Careers Opportunities	193,848				193,848
Generation Texas	Seasons of College	50,000				50,000
Good Samaritan	College Access	137,459				137,459
Healy Murphy Center	Youth Training Program	318,250				318,250
Joven Inc.	Leaders of America	162,450				162,450
P-16	Kindergarten Readiness, School Readiness	193,750				193,750
UTSA	College Pre-Freshmen Engineering Program	36,947				36,947
Total Youth Services		**$1,194,555**	**$0**	**$0**	**$0**	**$1,194,555**
FAMILY WELL-BEING						
Basic Needs & Homeless Prevention						
Alamo Area Rape Crisis Center	Sexual Assault Crisis Services	73,356				73,356
Any Baby Can	Prescription Assistance Program	57,553				57,553
Any Baby Can	Case Management	69,757				69,757
COSA - Code Compliance	Code Enforcement Division		157,861			157,861
COSA - Our City Cares	Our City Cares	115,518				115,518
COSA - Parks & Recreation	Community Center Summer Extended Hours		199,782			199,782
COSA - Parks & Recreation	Summer Outdoor Pool		76,557			76,557
COSA - Parks & Recreation	Summer Youth Program		72,640			72,640
Hispanic Religious Partnership	Hunger Relief		82,369			82,369
Project MEND	Durable Medical Equipment	85,500				85,500
Respite Care of San Antonio	Davidson House		76,010			76,010
San Antonio AIDS Foundation	Dining Program				95,900	95,900
San Antonio Family Endeavors	Fairweather Lodge	28,500				28,500
San Antonio Independent Living Services	Gateways to Abilities	95,000				95,000
St. Peter-St. Joseph Children's Home	Project Ayuda	47,500		57,542		105,042
St. Vincent de Paul	Rapid Rehousing	47,500				47,500
Supportive Lending for Emotional Well Being	Services for Disabled Women with Cancer	38,000				38,000
YWCA of San Antonio	SEED	28,500				28,500
Total Basic Needs & Homeless Prevention		**$686,684**	**$665,219**	**$57,542**	**$95,900**	**$1,505,345**

[1]The FY 2014 Proposed Budget includes $2,360,027 in General Fund support and $375,203 in CDBG funding for the After School Challenge program, for total funding of $2,735,229

HUMAN & WORKFORCE DEVELOPMENT SERVICES
CONSOLIDATED FUNDING REPORT
ADOPTED FY 2014 ALLOCATIONS

Attachment 8 - FY 2014 Budget Ordinance

Agency Name	Program Name	Consolidated Funding Process General Fund	Community Development Block Grant (CDBG)	Emergency Solutions Grant (ESG)	Housing Opp. for Persons with AIDS (HOPWA)	Adopted FY 2014
FAMILY WELL-BEING continued						
Homeless Transformation						
Center for Hope	Mental Health Unit	474,217[2]				474,217
Center for Hope	Prospects Courtyard	1,112,971				1,112,971
Center for Hope	Restoration Center	1,000,000				1,000,000
Family Violence Prevention Services	Community Based Counseling	140,000				140,000
Haven for Hope	Operations	1,000,000				1,000,000
Haven for Hope	Prospects Courtyard Security	1,103,916				1,103,916
Haven for Hope	Residential and Support Services	922,000				922,000
San Antonio Food Bank	Community Kitchen at Haven for Hope	756,635		300,000		1,056,635
San Antonio Metropolitan Ministries	Residential Services	50,000				50,000
Alamo Area Resource Center	Greater SA Housing Works				120,222	120,222
Alamo Area Resource Center	Transportation Program				150,841	150,841
BEAT-AIDS Coalition Trust, Inc.	Case Management	47,500				47,500
San Antonio AIDS Foundation	Nursing Facility Basic Housing HOPWA Operations				291,962	291,962
San Antonio AIDS Foundation	Tenant Based Rental Assistance Program				315,163	315,163
San Antonio AIDS Foundation	Transitional Housing				130,915	130,915
San Antonio Metropolitan Ministries	Rapid Rehousing	163,075		282,642		445,717
Seton Home	Safe Shelter	49778				49,778
Total Homeless Transformation		**$6,820,092**	**$0**	**$582,642**	**$1,009,103**	**$8,411,837**
Senior Services						
Barshop JCC	Sports for Life	47,500				47,500
Catholic Charities	Foster Grandparent Program	38,000				38,000
Catholic Charities	Retired & Senior Volunteer Program (RSVP)	73,150				73,150
Centro Med	Activity Center for the Frail and Elderly	122,550				122,550
Christian Senior Services	Senior Companion Program	54,150				54,150
San Antonio Food Bank	Project HOPE		426,794			426,794
San Antonio Oasis	OASIS	66,500				66,500
Urban 15 Group	Cultivation Project Seniors	33,374				33,374
YMCA	Active Older Adults	292,600				292,600
YWCA of San Antonio	Senior Connection	82,650				82,650
Total Senior Services		**$810,474**	**$426,794**	**$0**	**$0**	**$1,237,268**
VITA/Financial Security						
Catholic Charities	Guadalupe VITA Site	17,100				17,100
Catholic Charities	VITA	176,748				176,748
YWCA of San Antonio	VITA	55,100				55,100
Total VITA/Financial Security		**$248,948**	**$0**	**$0**	**$0**	**$248,948**
COMMUNITY SAFETY NET						
At-Risk Youth Behavior Prevention						
American Indians	Rites of Passage	47,500				47,500
Big Brothers Big Sisters	Youth Mentoring Programs	113,349				113,349
Boys & Girls Clubs of SA	At-Risk	461,915				461,915
Communities In Schools	Stay in School		142,500			142,500
Communities In Schools	XY Zone - Young Men Leadership Development	101,119				101,119
Family Service Association	Youth Against Gang Activities	109,161				109,161
Girl Scouts	Westside Girls Scout Leadership Experience	174,230				174,230
Good Samaritan	At-Risk Case Management	87,923				87,923
Joven Inc.	Creando La Vision	95,000				95,000
Roy Maas Youth Alternatives	Safe Beds	28,500				28,500
San Antonio Fighting Back	Strengthening Youth to Succeed	46,910				46,910
San Antonio Food Bank	Kids Café	47,500				47,500
YWCA of San Antonio	Mi Carrera	44,650				44,650
YWCA of San Antonio	Positive Youth Development	22,563				22,563
YWCA of San Antonio	Teen Volunteer Program	39,060				39,060
Total At-Risk Youth Behavior Prevention		**$1,419,380**	**$142,500**	**$0**	**$0**	**$1,561,880**
Reduce Domestic Violence/Child Abuse Prevention						
Bexar Co. Family Justice Center	Dream Center	58,416				58,416
Bexar Co. Family Justice Center	Victim Empowerment Counseling Program	81,025				81,025
Family Violence Prevention Services	Battered Women's Shelter			175,701		175,701
Seton Home	Healthy Home	85,431				85,431
Reduce Domestic Violence/Child Abuse Prevention		**$224,872**	**$0**	**$175,701**	**$0**	**$400,573**
ECONOMIC COMPETITIVENESS						
Long Term Job Training/Short Term Services						
ACCD/SAC Women's Center	Seguir Adelante	193,334				193,334
Dress for Success	Workforce Development/Job Training	142,500				142,500
Goodwill Industries of San Antonio	Learn While You Earn	108,768				108,768
Project QUEST, Inc.	Project QUEST	1,346,042				1,346,042
Long Term Job Training/Short Term Services		**$1,790,644**	**$0**	**$0**	**$0**	**$1,790,644**
TOTAL DELEGATE AGENCIES		**$18,651,402**	**$1,729,056**	**$815,885**	**$1,105,003**	**$22,301,346**

[2]The FY 2014 Proposed Budget includes $6.6 million in General Fund support for Haven for Hope .

Contract # 4600010994

AMENDMENT #13
OPERATING AGREEMENT
BETWEEN
CITY OF SAN ANTONIO
AND
HAVEN FOR HOPE OF BEXAR COUNTY
(FY 14 FUNDING)

This is an amendment (hereinafter referred to as "**Amendment No. 13**") to that certain Operating Agreement entered into as of the 30th day of April, 2009, between The Haven for Hope of Bexar County, a Texas non-profit corporation, located at 1 Haven for Hope Way, San Antonio, Texas 78207 ("**Operator**") acting by and through its Chief Executive Officer, and the City of San Antonio, a Texas municipal corporation and a home rule municipality (the "**City**") acting by and through its City Manager or authorized designee pursuant to City of San Antonio Ordinance No. 2009-04-30-0335, passed and approved on April 30, 2009 and effective on April 30, 2009 relating to activities to be performed, responsibilities to be accepted and authority to be exercised with regard to the operation of a human services campus for the homeless (the "**Campus**") known as Haven for Hope (as amended to date, hereinafter referred to as "Agreement").

This Amendment No. 13 is entered into by and between the City acting by and through its designated representative, the Director of the Department of Human Services, pursuant to Ordinance No. _____, passed and approved on _____, and Operator.

WHEREAS, the City has leased to Operator premises upon which a homeless campus (the "**Campus**") is situated pursuant to that certain Lease between the City and the Operator, dated March 6, 2008 and authorized pursuant to Ordinance 2008-03-06-0164, together with all attachments, appendices and exhibits; and

WHEREAS, the Operator manages and leads the day to day operation of the Campus on a collaborative basis with various service providers; and

WHEREAS, the City has allocated funding for FY 14 operations, Prospects Courtyard (PCY) security and janitorial services and residential and support services at the Campus;

NOW THEREFORE:

City and Operator agree as follows:

1. The document entitled "**Schedule C1 (Amended by Amendment #13)**" attached hereto and incorporated herein as Exhibit I, supplants any prior Schedule "C1," and all references in the Agreement to Schedule "C1" now refers to the attached "**Schedule C1 (Amended by Amendment #13)**."

2. For FY 2014, Operator agrees to provide, oversee, administer and carry out all activities and services as set out in the Agreement, and any amendments thereto, and in compliance with the FY 2014 Scopes of Work and Balanced Scorecard Performance Plans applicable to each project and the Haven for Hope FY 2014 Performance Measures Definitions affixed hereto and incorporated herein for all purposes as:

   Exhibit II – FY 2014 Scope of Work and Balanced Scorecard Performance Plan (Haven for Hope General Operations)

   Exhibit III – FY 2014 Scope of Work and Balanced Scorecard Performance Plan (Prospects Courtyard Security and Janitorial Services)

   Exhibit IV – FY 2014 Scope of Work and Balanced Scorecard Performance Plan (Haven for Hope Residential and Support Services)

   Exhibit VI – Haven for Hope FY 2014 Performance Measures Definitions

   Operator shall generate from the Homeless Management Information System and submit to the City's Department of Human Services a completed Haven Combined Contract Monitoring Report which reflects the outcomes of measures set out in the Balanced Scorecard Performance Plans. Attached hereto and incorporated herein for all purposes as Exhibit "V" is the form FY 2014 Combined Contract Monitoring Report. For FY 2014, Operator agrees to submit to the completed report generated from HMIS no later than the tenth (10th) business day of the month, which extends the period specified in Section 7.2 of the Agreement.

3. By and through this Amendment, the City will reimburse Operator for costs incurred in accordance with the budgets approved by the City and attached hereto and incorporated herein for all purposes as Budget Attachments C1-10, C1-11 and C1-12 (the "**Budgets**"). It is specifically agreed that such reimbursement shall not exceed the individual amounts of $1,000,000.00 for Haven for Hope General Operations, $1,103,916.00 for Haven for Hope Prospects Courtyard Security and Janitorial Services and $922,000.00 for Residential and Support Services, for a combined total amount of $3,025,916.00 for the fiscal period from October 1, 2013 through September 30, 2014. Operator agrees that all requests for reimbursement shall be accompanied with documentation typically required by the Director of the City's the Department of Human Services ("DHS") to support such expenditure.

4. Section 8.2 of the Agreement is hereby amended to read as follows:
   Section 8.2 Operator is hereby advised that it is the policy, known as the Small Business Economic Development Advocacy Policy ("SBEDA Policy"), of the City of San Antonio that Small, Minority or Woman-Owned Business Enterprises (SMWBE) shall have the maximum practical opportunity to participate in the performance of public contracts. Operator therefore agrees that, if funds are appropriated and committed to Operator under this Agreement, or any amendments thereto, Operator shall abide by all applicable terms and provisions of the

City's SBEDA Ordinance #2007-04-12-0396 and Policy, as amended, which is available in the City's Department of Economic Development.

5. Article 8 of the Agreement is hereby amended to add Section 8.5 as follows:

As a party to this Agreement, Operator 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.

6. 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 No. 13.

Executed this the _____ day of _____, 2013.

CITY OF SAN ANTONIO:

_____
By: Melody Woosley, Interim Director
Department of Human Services

Date: _____

OPERATOR:

Haven for Hope of Bexar County,
A Texas Non-Profit Corporation

_____
By:

Date:_____

APPROVED AS TO FORM:

_____
Assistant City Attorney

Exhibit I – Schedule C1 (Amended by Amendment #13)
Exhibit II – FY 2014 Scope of Work and Balanced Scorecard Performance Plan (Haven for Hope General Operations)
Exhibit III – FY 2014 Scope of Work and Balanced Scorecard Performance Plan (Prospects Courtyard Security and Janitorial Services)
Exhibit IV – FY 2014 Scope of Work and Balanced Scorecard Performance Plan (Haven for Hope Residential and Support Services)
Exhibit V – Haven FY 2014 Contract Monitoring Report
Exhibit VI - Haven for Hope FY 2014 Performance Measures Definitions

Exhibit I

Schedule C1
Operating Agreement Funding
(amended by Amendment #13)

Date	Authorizing Ordinance	Funding AMDT	Funding	Period	Description / Purpose	Budget Attachment
09/17/09	2009-09-17-0727	AMDT #1	$880,000	10/1/09 – 9/30/10	Initial Year Funding for Operations and Security	C1 - 1
04/15/10	2010-04-15-0329	AMDT #1	$343,000	4/15/10 – 9/30/10	Prospects Courtyard Security	C1 - 2
09/16/10	2010-09-16-0788	AMDT #2	$1,000,000 $800,000	10/01/10 – 9/30/11 10/01/10 – 9/30/11	FY 2010 – 2011 Operations Prospects Courtyard Security (General Fund)	C1 - 3
09/16/10	2010-09-16-0788	AMDT #2	$135,000	10/01/10 – 9/30/11	FY 2010 – 2011 Case Management (Emergency Shelter Grant)	C1 - 4
09/15/11	2011-09-15-0749	AMDT #6	$1,000,000 $925,122	10/01/11 – 9/30/12 10/01/11 – 9/30/12	FY 2011 – 2012 Operations Prospects Courtyard Security (General Fund)	C1 - 5
09/15/11	2011-09-15-0749	AMDT #6	$135,000	10/01/11 – 9/30/12	FY 2011 – 2012 Case Management (Emergency Shelter Grant)	C1 – 6

Date	Authorizing Ordinance	Funding AMDT	Funding	Period	Description / Purpose	Budget Attachment
9/13/12	2012-09-13-0696	AMDT #9	$1,000,000	10/01/12 – 9/30/13	FY 2012 – 2013 Operations	C1 – 7
9/13/12	2012-09-13-0696	AMDT #9	$925,122	10/01/12 – 9/30/13	FY 2012 – 2013 Prospects Courtyard Security	C1 – 8
9/13/12	2012-09-13-0696	AMDT #9	$922,000	10/01/12 – 9/30/13	FY 2012 – 2013 Residential and Support Services	C1 – 9
9/__/13	2013-09-	AMDT #13	$1,000,000	10/01/13 – 9/30/14	FY 2013 – 2014 Operations	C1 – 10
9/__/13	2013-09-	AMDT #13	$1,103,916	10/01/13 – 9/30/14	FY 2013 – 2014 Prospects Courtyard Security and Janitorial Services	C1 – 11
9/__/13	2013-09-	AMDT #13	$922,000	10/01/13 – 9/30/14	FY 2013 – 2014 Residential and Support Services	C1 – 12

Contract # 460000_____

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT**
	§	**BETWEEN**
COUNTY OF BEXAR	§	**CITY OF SAN ANTONIO**
		AND
		THE CENTER FOR HOPE

This agreement ("Agreement') is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as the "City"), acting by and through its Director of the Department of Human Services pursuant to Ordinance No. _____, dated _____, and Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Hope, Partners in Mental Health and Substance Abuse Solutions (formerly known as Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a the Center for Health Care Services), a political subdivision of the State of Texas, acting by and through its duly authorized representative (hereinafter referred to as the "Contractor").

WHEREAS, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, Contractor has the capability to provide indigent care and services to public inebriates; and

WHEREAS, City desires to improve the quality if indigent care in San Antonio and services to public inebriates through investment in public safety triage, detoxification, and outpatient treatment services ("Public Inebriate Services") as part of a public inebriate program ("Program") at its detoxification facility (the "Restoration Center"); and

WHEREAS, City and Contractor have come to an agreement regarding mutually advantageous terms for Contractor to provide Public Inebriate Services, and both desire that such agreement be memorialized herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 accomplishments of the tasks hereinafter described.

Section 1: Term

This Agreement will commence on October 1, 2013 and continue through September 30, 2014.

Section 2: Scope of Work

A. Contractor shall provide, oversee, administer, and carry out the following Public Inebriate Services at the Restoration Center 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-A:

1. services as described in this Section to homeless individuals, persons with substance abuse disorders,, participants engaged in the criminal justice system or referred by the Department of Human Services as a result of an offense or violation of law that have substance abuse and/or dependency issues; and
2. triage services that includes medical screening and assessment to determine the appropriate level of care; and
3. outpatient program services, which include individual and group counseling, case management services, chemical dependency education and various support activities, such as life skills training, that facilitate seeking and maintaining abstinence; and
4. uninterrupted services 24 hours a day, every day of the calendar year during the term and in accordance with all applicable standards of care.
5. in applicable cases, conduct intake in accordance with the procedure for the Public Sobering Unit at the Restoration Center, which is attached hereto and incorporated herein for all purposes as Attachment I – B, and provide safe sobering services as appropriate; and
6. overall coordination of services with all organizations offering welfare support at the Haven for Hope homeless campus.

B. Contractor shall provide a Program site facility, adequate in size for all of its participants and the activities described in this Section, all supplies for the Program and reasonable ancillary services at the site.

C. The parties agree that participation in the Program is subject to participant eligibility as evaluated by Contractor. The Contractor will coordinate detox/sobering services and long-term residential treatment with Haven for Hope.

Section 3: Payment

A. In consideration, City will reimburse Contractor for eligible costs incurred providing the Public Inebriate Services as part of its Program operations at the "Restoration Center" under this Agreement in an amount not to exceed $1,000,000.00 in accordance with the Budget affixed hereto and incorporated herein for all purposes as Attachment III and in compliance with the SA2020 Scorecard attached hereto and incorporated herein for all purposes as Attachment II. Eligible 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 7 of this Agreement, for the proper administration and performance of the services to be provided under this Agreement. All requested reimbursements must be consistent with the terms and provisions of the approved budgeted line items described in Attachment III of this Agreement, unless (a) a subsequent budget revision has been approved and signed by the Director of the Department of Human Services in cases where the total Agreement Budget remains the same, or (b) an Agreement amendment has been approved and signed by the Director of the Department of Human Services pursuant to Section 24 of this Agreement in cases where there is an increase or decrease to the total Agreement Budget. Approved budget revisions and Agreement

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 Agreement amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Program Budget, and all references in the Agreement to the budget shall mean the budget as revised through approved budget revisions or Agreement amendments. Contractor may confirm eligibility of a cost prior to making the expenditure if Contractor is uncertain.

B. The funding level of this Agreement is based on an allocation from the following funding sources:

$1,000,000.00 General Fund

C. Contractor agrees that reimbursements of eligible expenses incurred under this Agreement and in compliance with the Budget attached hereto and incorporated herein for all purposes as Attachment III shall be made monthly. Contractor agrees that all requests for reimbursement shall be accompanied with documentation required by the Director of the Department of Human Services.

D. If specific circumstances require an advance payment on this Agreement, Contractor must submit to the Director of the Department of Human Services 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 Department of Human Services may, in her sole discretion, approve an advance payment on this Agreement. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Department of Human Services 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 Department of Human Services on a case-by-case basis, and (c) the decision by the Director of the Department of Human Services whether or not to approve an advance payment is final. For purposes of this Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:

1. 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.

2. 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 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 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.

3. The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Agreement 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.

E. The Contractor shall submit to City all final requests for payment no later than 45 days from the termination date of this Agreement, unless Contractor receives written authorization from the Director of the Department of Human Services prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.

F. Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor) under this Agreement.

G. Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

1. 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; and

2. supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

3. an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to Agreement. 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.

H. Contractor agrees that Contractor costs or earnings claimed under this Agreement will not be claimed under another contract or grant from another agency.

I. 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 Program funded by this Agreement. 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.

J. Upon completion or termination of this Agreement, or at any time during the term of this Agreement, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Agreement, must immediately, upon receipt, be returned by Contractor to the City. Upon completion or termination of this Agreement, all advance payments exceeding allowable costs incurred during the Agreement term shall be immediately returned by Contractor to the City upon demand.

K. Contractor agrees that prior to the payment of any funds under this Agreement, and throughout the term of this Agreement, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Agreement if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Agreement. 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.

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

M. Contractor shall not use funds awarded from this Agreement as matching funds for any Federal, State or local grant without the prior written approval of the Director of the Department of Human Services.

Section 4: Program Evaluation, Inspection and Record Keeping Requirements

A. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of City funded contracts. Therefore, at such times and in such form as may be required by the Department of Human Services, the Contractor shall furnish to the Department of Human Services such statements, records, data, all policies, procedures, and information and permit

the City to have interviews with its personnel, board members and service recipients pertaining to the matters covered by this Agreement.

B. The Contractor shall submit to the Department of Human Services such reports as may be required by the City. At the start of the Agreement term, projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall enter data related to services required under this Agreement into the Homeless Information Management System (HMIS) no later than the 5th business day of each 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 and entered into HMIS is accurate.

C. Contractor agrees to use records and other information relating to the Restoration Center service recipients for the sole purpose of performing its obligations pursuant to this Agreement. Contractor may share information relating to service recipients in furtherance of public purposes such as promoting the health, welfare, and safety of the community to the extent that the information may be disclosed and is not required to be kept confidential under applicable federal and state laws, rules and regulations ("Service Recipient Information"). Service Recipient Information is distinguishable from records or information otherwise provided by City to Contractor or exchanged between City and Contractor relating to this Agreement or contract performance ("City Documents"), and as such, Contractor agrees to secure the confidentiality of City Documents. If disclosure of City Documents is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of Department of Human Services 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 Section 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 Section 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 Agreement.

D. 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 Agreement, 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.

E. 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 Agreement shall be the subject of any copyright or proprietary claim by Contractor.

F. Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Agreement. Contractor agrees that it shall not, under any circumstances, release any City Documents created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction. The Department of Human Services shall be notified of such request as set forth in Section 4.C.of this Agreement.

G. Within a period not to exceed 90 days from the termination date of the Agreement; 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 City as related to this Agreement.

H. Contractor agrees to retain all local government records, as defined in Section 201.003(8) of the Texas Local Government Code, created and maintained in the course and scope of the delivery of services under this Agreement for a retention period that shall be no less than the scheduled retention periods set forth in the Local Government Records Act of 1989 and any amendments thereto, found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html and applicable for such records.

I. The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Agreement 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 Agreement.

Section 5: Insurance

The Contractor and the City each maintain insurance or a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

Section 6: Indemnity

City and the Contractor 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, 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.

Section 7: Applicable Laws

A. 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 the Agreement, and debarment and suspension actions.

B. The Contractor understands that certain funds provided it pursuant to this Agreement 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 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 in the performance of all services under this Agreement. These include the following:

1. Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html, but only to the extent that the official records retention schedule shall identify the minimum period of retention of local government records (as defined in Section 201.003(8) of the Texas Local Government Code) created in the performance of this Agreement.
2. Texas 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
3. Texas Local Government Code, Chapter 252 pertaining to purchasing and contracting authority of municipalities
4. Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services

C. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:

1. OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
2. OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
3. OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
4. OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
5. OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

D. Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, Contractor certifies that it will comply fully with the following

nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

1. Title VII of the Civil Rights Act of 1964, as amended;
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. The Age Discrimination Act of 1975, as amended;
4. Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
5. Fair Labor Standards Act of 1938, as amended;
6. Equal Pay Act of 1963, P.L. 88-38; and
7. All applicable regulations implementing the above laws.

E. 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 Agreement. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to:

1. worker's compensation;
2. unemployment insurance;
3. timely deposits of payroll deductions;
4. 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;
5. Occupational Safety and Health Act regulations; and
6. Employee Retirement Income Security Act of 1974, P.L. 93-406.

F. Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.

G. Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Agreement as they may be promulgated.

H. 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.

Section 8: Conflict of Interest

A. 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 Agreement. Contractor further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

B. 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.

C. 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 Agreement shall:

1. Participate in any decision relating to this Agreement 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
2. Have any direct or indirect interest in this Agreement or the proceeds thereof.

D. 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.

E. Contractor 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.

Section 9: Termination

A. Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement 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).

B. Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Program would not produce beneficial results commensurate with the further expenditure of funds. 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 Agreement 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.

C. 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.

D. 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 Agreement. 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 Agreement. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

Section 10: Personnel Management

A. 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.

B. Contractor is permitted to pay its full time employees funded through this Agreement 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 Agreement.

C. Contractor agrees that the job titles and descriptions set forth in the Budget (Attachment III) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Department of Human Services, as evidenced through a written amendment to this Agreement approved by the Director of the Department of Human Services.

D. Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded by this Agreement.

E. 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 Agreement.

F. At the sole discretion of the Director of the Department of Human Services, 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:

1. To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Agreement;

2. To serve as a juror;

3. 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

4. To attend seminars or workshops;

G. 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 Program in a non-supervisory position.

Section 11: Adversarial Proceedings

Contractor agrees to comply with the following special provisions:

1. Under no circumstances will the funds received under this Agreement 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
2. 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.

Section 12: City-Supported Project

Contractor shall publicly acknowledge that the services provided by Contractor under this Agreement are supported by the City as directed by the Department of Human Services.

Section 13: No Use of Funds for Religious Activities

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.

Section 14: Debarment

A. 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.

B. Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Section 17 herein, if, at any time during the term of the Agreement, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

Section 15: Sub-contracting and Assignment

A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City, and if applicable, the Grantor of the grant. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of City, and if applicable, the Grantor of the grant. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors with this Agreement 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.

C. 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 Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions hereof.

Section 16: Relationship of Parties

A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.

B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

C. Nothing in this Agreement, express or implied, shall be construed to confer rights, remedies or claims on any party other than the parties hereto.

Section 17: Notices

Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to:

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

or to such other address as may have been designated in writing by the Director of the Department of Human Services of the City of San Antonio from time to time. Notices to Contractor shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to Contractor at:

The Center for Hope, Partners in Mental Health and Substance Abuse Solutions
President and CEO
3031 IH 10 West
San Antonio, Texas 78201

or at such other address on file with the City Clerk as Contractor may provide from time to time in writing to City.

Section 18: Approval of the City

Whenever this Agreement calls for approval by City, unless otherwise explained herein, such approval shall be evidenced by the written approval of the Director of the Department of Human Services of the City, or her designee, unless City Council approval is required.

Section 19: Venue

Contractor and City agree that this Agreement 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 Agreement or adjudicate any dispute arising out of this Agreement 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 Agreement shall lie exclusively in Bexar, County, Texas.

Section 20: Gender

Words of any gender used in this Agreement 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.

Section 21: Licenses And Training

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 Agreement, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Section 22: Independent Contractor

A. It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

B. 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.

C. 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 Agreement 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.

Section 23: Severability

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 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 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 this 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.

Section 24: Entire Agreement; Amendment

This written Agreement, together with the authorizing ordinance or ordinances constitutes the, entire agreement, with respect to the subject matter hereof, with any other written or parol agreement between the City and Contractor being expressly waived by Contractor. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. It is understood that the Charter of the City requires that all contracts and agreements with the City be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the

necessity of seeking any further approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:

A. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Agreement funding during the term of this Agreement shall not exceed the foregoing amount; or

B. modifications to the scope of services, as long as the terms of the amendment stay within the parameters set forth in Section 2 of this Agreement; or

C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Section 3 (A) of this Agreement remains unchanged (these modifications may be accomplished through Budget revisions).

Section 25: Authority

Each of the signers of this Agreement hereby represents and warrants that they have authority to execute this Agreement on behalf of each of their governing entities and to bind the respective entities to all of the terms, conditions, provisions and obligations herein contained. This Agreement shall be signed in duplicate originals so that each Party hereto shall have an original.

EXECUTED this _____ day of _____, 2013, the **EFFECTIVE DATE**.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

By:_____
Melody Woosley, Interim Director
Department of Human Services

BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES D/B/A THE CENTER FOR HOPE, PARTNERS IN MENTAL HEALTH AND SUBSTANCE ABUSE SOLUTIONS

By:_____
Leon Evans, President and CEO

Approved as to Form:

_____
Assistant City Attorney

Attachment I – A – Scope of Work
Attachment I – B - General Procedures for Intake and Admissions
Attachment II – SA2020 Scorecard
Attachment III - Budget

Contract # 460000_____

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT**
	§	**BETWEEN**
COUNTY OF BEXAR	§	**CITY OF SAN ANTONIO**
		AND
		THE CENTER FOR HOPE

This agreement ("Agreement') is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as the "City"), acting by and through its Director of the Department of Human Services pursuant to Ordinance No. _____, dated _____12, and Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Hope, Partners in Mental Health and Substance Abuse Solutions (formerly known as Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a the Center for Health Care Services), a political subdivision of the State of Texas, acting by and through its duly authorized representative (hereinafter referred to as the "Contractor").

WHEREAS, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, the City desires to contract with Contractor for the day-to-day operation of the indoor / outdoor shelter area ("Prospects Courtyard") and to fund a portion of the operations of a mental health dormitory ("Mental Health Unit") at the human services campus for the homeless known as Haven for Hope ("Campus") as part of the wide range of transformational services offered to meet the needs of San Antonio's homeless community; and

WHEREAS, it is proposed that Prospects Courtyard operations at the Campus be conducted on a collaborative basis with other providers under the management and leadership of Contractor; and

WHEREAS, the Mental Health Unit will include as components an 80 bed dormitory residence, a day treatment program and a mental health clinic to be funded through this Agreement and by funding Contractor and private donors; and

WHEREAS, City and Contractor have come to an agreement regarding mutually advantageous terms for Contractor to operate Prospects Courtyard and the Mental Health Unit, and both desire that such agreement be memorialized herein;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 accomplishments of the tasks hereinafter described.

Section 1: Term

This Agreement will commence on October 1, 2013 and continue through September 30, 2014.

Section 2: Scope of Work

A. Contractor shall provide, oversee, administer, and carry out the following activities and services in a manner satisfactory to the City and in compliance with the following Scope of Work and the attachments to this Agreement:

1. Manage and operate Prospects Courtyard and the 80 bed dormitory residence in the Mental Health Unit 24 hours a day, 7 days a week;
2. Provide psychiatric day treatment services, subject to availability of funding, for those Mental Health Unit members who reside in the 80-bed dormitory residence for up to 6 hours per day, Monday through Friday, and 2 hours per day on Saturdays and Sundays;
3. Operate a walk-in psychiatric outpatient clinic for Mental Health Unit residents and other homeless individuals referred by community agencies;
4. Allow entry and offer safe sleeping and coordination of services in the main Prospects Courtyard, including provision of cold meals, access to showers and other hygiene needs, chapel services and clothing, to men and women over the age of 17, in compliance with the Scope of Work attached hereto and incorporated herein for all purposes as Attachment I-A. The parties agree the Contractor is not an insurer of the safety of any third party but shall provide a reasonable sleeping environment to the extent of available resources provided under this Agreement;
5. Develop and follow procedures for entry, intake, and case management at the main Prospects Courtyard, determining specificity as needed, and in compliance with those General Procedures attached hereto and incorporated herein for all purposes as Attachment I-B;
6. Identify 80 individuals who have been residing at the Prospects Courtyard and who have been screened for, and are in need of, psychiatric outpatient treatment for the purpose of admitting them to the 80-bed Mental Health Unit. Contractor shall operate the Mental Health Unit in compliance with the Scope of Work for the Mental Health Unit, attached hereto and incorporated herein for all purposes as Attachment I-C;
7. Provide City with developed procedures in writing, and submit revised procedures as they are modified;
8. Coordinate with Haven for Hope of Bexar County in order to facilitate the provision of security reasonable and necessary for the safety and welfare of individuals receiving services in Prospects Courtyard (PCY) and the Mental Health Unit and for the protection of improvements, fixtures, inventory and equipment located therein against crime, including theft, burglary, graffiti and vandalism;
9. Hire staff consistent with the personnel and line items listed in the Budgets, as applicable, attached to this Agreement; and
10. Provide additional services, as necessary, appropriate and agreed upon with Haven for Hope of Bexar County, to assist in the transformation process for the homeless.

Section 3: Payment

A. In consideration, City will reimburse Contractor for eligible costs incurred under this Agreement in an amount not to exceed $1,587,188.00 in accordance with the applicable Budget affixed hereto and incorporated herein for all purposes as Attachment III and in compliance with the Balanced Scorecard Performance Plan Scorecard attached hereto and incorporated herein for all purposes as Attachment II. Eligible 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 7 of this Agreement, for the proper administration and performance of the services to be provided under this Agreement. All requested reimbursements must be consistent with the terms and provisions of the approved budgeted line items described in Attachment III of this Agreement, unless (a) a subsequent budget revision has been approved and signed by the Director of the Department of Human Services in cases where the total Agreement Budget remains the same, or (b) an Agreement amendment has been approved and signed by the Director of the Department of Human Services pursuant to Section 24 of this Agreement in cases where there is an increase or decrease to the total Agreement Budget. Approved budget revisions and Agreement 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 Agreement amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Budget, and all references in the Agreement to the budget shall mean the budget as revised through approved budget revisions or Agreement amendments. Contractor may confirm eligibility of a cost prior to making the expenditure if Contractor is uncertain.

B. The funding level of this Agreement is based on an allocation from the following funding sources:

$1,112,971.00	General Fund for Prospects Courtyard
$ 474,217.00	General Fund for the Mental Health Unit

C. Contractor agrees that reimbursements of eligible expenses incurred under this Agreement and in compliance with the applicable Budget attached hereto and incorporated herein for all purposes as Attachment III shall be made monthly. Contractor agrees that all requests for reimbursement shall be accompanied with documentation required by the Director of the Department of Human Services.

D. If specific circumstances require an advance payment on this Agreement, Contractor must submit to the Director of the Department of Human Services 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 Department of Human Services may, in her sole discretion, approve an advance payment on

this Agreement. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Department of Human Services 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 Department of Human Services on a case-by-case basis, and (c) the decision by the Director of the Department of Human Services whether or not to approve an advance payment is final. For purposes of this Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:

1. 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.

2. 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 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 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.

3. The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Agreement 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.

E. The Contractor shall submit to City all final requests for payment no later than 45 days from the termination date of this Agreement, unless Contractor receives written authorization from the Director of the Department of Human Services prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.

F. Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor) under this Agreement.

G. Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

1. 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; and

2. supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

3. an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to Agreement. 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.

H. Contractor agrees that Contractor costs or earnings claimed under this Agreement will not be claimed under another contract or grant from another agency.

I. Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the project or projects funded by this Agreement. 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.

J. Upon completion or termination of this Agreement, or at any time during the term of this Agreement, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Agreement, must immediately, upon receipt, be returned by Contractor to the City. Upon completion or termination of this Agreement, all advance payments exceeding allowable costs incurred during the Agreement term shall be immediately returned by Contractor to the City upon demand.

K .Contractor agrees that prior to the payment of any funds under this Agreement, and throughout the term of this Agreement, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Agreement if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Agreement. 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.

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

M. Contractor shall not use funds awarded from this Agreement as matching funds for any Federal, State or local grant without the prior written approval of the Director of the Department of Human Services.

Section 4: Program Evaluation, Inspection and Record Keeping Requirements

A. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of City funded contracts. Therefore, at such times and in such form as may be required by the Department of Human Services, the Contractor shall furnish to the Department of Human Services such statements, records, data, all policies, procedures, and information and permit the City to have interviews with its personnel, board members and service recipients pertaining to the matters covered by this Agreement.

B. The Contractor shall submit to the Department of Human Services such reports as may be required by the City. At the start of the Agreement term, projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall enter data related to services required under this Agreement into the Homeless Information Management System (HMIS) no later than the 5th business day of each month, which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The services delivered and entered into HMIS shall be in accordance with the Haven for Hope FY 2013 Performance Measures Definitions which is attached hereto and incorporated herein for all purposes as Attachment IV. The Contractor ensures that all information contained in all required reports submitted to City and entered into HMIS is accurate.

C. Contractor agrees to use records and other information relating to the Prospects Courtyard and the Mental Health Unit service recipients for the sole purpose of performing its obligations pursuant to this Agreement. Contractor may share information relating to service recipients in furtherance of public purposes such as promoting the health, welfare, and safety of the community to the extent that the information may be disclosed and is not required to be kept confidential under applicable federal and state laws, rules and regulations ("Service Recipient Information"). Service Recipient Information is distinguishable from records or information otherwise provided by City to Contractor or exchanged between City and Contractor relating to this Agreement or contract performance ("City Documents"), and as such, Contractor agrees to secure the confidentiality of City Documents. If disclosure of City Documents is required (i) by law or (ii) by order of a governmental agency or court of

competent jurisdiction, Contractor shall give the Director of Department of Human Services 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 Section 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 Section 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 Agreement.

D. 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 Agreement, 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.

E. 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 Agreement shall be the subject of any copyright or proprietary claim by Contractor.

F. Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Agreement. Contractor agrees that it shall not, under any circumstances, release any City Documents created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction. The Department of Human Services shall be notified of such request as set forth in Section 4.C.of this Agreement.

G. Within a period not to exceed 90 days from the termination date of the Agreement; 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 City as related to this Agreement.

H. Contractor agrees to retain all local government records, as defined in Section 201.003(8) of the Texas Local Government Code, created and maintained in the course and scope of the

delivery of services under this Agreement for a retention period that shall be no less than the scheduled retention periods set forth in the Local Government Records Act of 1989 and any amendments thereto, found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html and applicable for such records.

I. The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Agreement 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 Agreement.

Section 5: Insurance

The Contractor and the City each maintain insurance or a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

Section 6: Indemnity

City and the Contractor 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, 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.

Section 7: Applicable Laws

A. 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 the Agreement, and debarment and suspension actions.

B. The Contractor understands that certain funds provided it pursuant to this Agreement 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 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 in the performance of all services under this Agreement. These include the following:

1. Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html, but only to the extent that the official records retention schedule shall identify the minimum period of retention of local government records (as defined in Section 201.003(8) of the Texas Local Government Code) created in the performance of this Agreement.
2. Texas 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
3. Texas Local Government Code, Chapter 252 pertaining to purchasing and contracting authority of municipalities

4. Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services

C. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:

1. OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
2. OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
3. OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
4. OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
5. OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

D. Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

1. Title VII of the Civil Rights Act of 1964, as amended;
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. The Age Discrimination Act of 1975, as amended;
4. Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
5. Fair Labor Standards Act of 1938, as amended;
6. Equal Pay Act of 1963, P.L. 88-38; and
7. All applicable regulations implementing the above laws.

E. 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 Agreement. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to:

1. worker's compensation;
2. unemployment insurance;
3. timely deposits of payroll deductions;
4. 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;

5. Occupational Safety and Health Act regulations; and
6. Employee Retirement Income Security Act of 1974, P.L. 93-406.

F. Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.

G. Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Agreement as they may be promulgated.

H. 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.

Section 8: Conflict of Interest

A. 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 Agreement. Contractor further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

B. 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.

C. 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 Agreement shall:

1. Participate in any decision relating to this Agreement 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
2. Have any direct or indirect interest in this Agreement or the proceeds thereof.

D. 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.

E. Contractor 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.

Section 9: Termination

A. Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement 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).

B. Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the project or projects would not produce beneficial results commensurate with the further expenditure of funds. 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 Agreement 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.

C. 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.

D. 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 Agreement. 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 Agreement. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

Section 10: Personnel Management

A. 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.

B. Contractor is permitted to pay its full time employees funded through this Agreement 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 Agreement.

C. Contractor agrees that the job titles and descriptions set forth in the applicable Budget (Attachment III) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Department of Human Services, as evidenced through a written amendment to this Agreement approved by the Director of the Department of Human Services.

D. Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded by this Agreement.

E. 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 Agreement.

F. At the sole discretion of the Director of the Department of Human Services, 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:

    1. To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Agreement;

    2. To serve as a juror;

    3. 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

    4. To attend seminars or workshops;

G. 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.

Section 11: Adversarial Proceedings

Contractor agrees to comply with the following special provisions:

1. Under no circumstances will the funds received under this Agreement 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
2. 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.

Section 12: City-Supported Project

Contractor shall publicly acknowledge that the services provided by Contractor under this Agreement are supported by the City as directed by the Department of Human Services.

Section 13: No Use of Funds for Religious Activities

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.

Section 14: Debarment

A. 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.

B. Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Section 17 herein, if, at any time during the term of the Agreement, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

Section 15: Sub-contracting and Assignment

A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City, and if applicable, the Grantor of the grant. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of City, and if applicable, the Grantor of the grant. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or

agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors with this Agreement 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.

C. 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 Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions hereof.

Section 16: Relationship of Parties

A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.

B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

C. Nothing in this Agreement, express or implied, shall be construed to confer rights, remedies or claims on any party other than the parties hereto.

Section 17: Notices

Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to:

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

or to such other address as may have been designated in writing by the Director of the Department of Human Services of the City of San Antonio from time to time. Notices to Contractor shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to Contractor at:

The Center for Hope, Partners in Mental Health and Substance Abuse Solutions
President and CEO
3031 IH 10 West
San Antonio, Texas 78201

or at such other address on file with the City Clerk as Contractor may provide from time to time in writing to City.

Section 18: Approval of the City

Whenever this Agreement calls for approval by City, unless otherwise explained herein, such approval shall be evidenced by the written approval of the Director of the Department of Human Services of the City, or her designee, unless City Council approval is required.

Section 19: Venue

Contractor and City agree that this Agreement 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 Agreement or adjudicate any dispute arising out of this Agreement 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 Agreement shall lie exclusively in Bexar, County, Texas.

Section 20: Gender

Words of any gender used in this Agreement 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.

Section 21: Licenses And Training

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 Agreement, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Section 22: Independent Contractor

A. It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

B. 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.

C. 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 Agreement 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.

Section 23: Severability

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 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 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 this 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.

Section 24: Entire Agreement; Amendment

This written Agreement, together with the authorizing ordinance or ordinances constitutes the, entire agreement, with respect to the subject matter hereof, with any other written or parol agreement between the City and Contractor being expressly waived by Contractor. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. It is understood that the Charter of the City requires that all contracts and agreements with the City be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:

A. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Agreement funding during the term of this Agreement shall not exceed the foregoing amount; or

B. modifications to the scope of services, as long as the terms of the amendment stay within the parameters set forth in Section 2 of this Agreement; or

C. budget line item shifts of funds, so long as the total dollar amount of the individual budgets set forth in Section 3 (B) of this Agreement remains unchanged (these modifications may be accomplished through Budget revisions).

Section 25: Authority

Each of the signers of this Agreement hereby represents and warrants that they have authority to execute this Agreement on behalf of each of their governing entities and to bind the respective entities to all of the terms, conditions, provisions and obligations herein contained. This Agreement shall be signed in duplicate originals so that each Party hereto shall have an original.

EXECUTED this _____ day of _____, 2013, the **EFFECTIVE DATE**.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

By:_____
Melody Woosley, Interim Director
Department of Human Services

BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES D/B/A THE CENTER FOR HOPE, PARTNERS IN MENTAL HEALTH AND SUBSTANCE ABUSE SOLUTIONS

By:_____
Leon Evans, President and CEO

Approved as to Form:

_____
Assistant City Attorney

Attachment I – A – Scope of Work (Prospects Courtyard, or "PCY") and
Attachment I – B – General Procedures for Entry, Intake, and Case Management (PCY)
Attachment I – C – Scope of Work (Mental Health Unit)
Attachment II – A – Balanced Scorecard Performance Plan Scorecard (PCY)
Attachment II – B – Balanced Scorecard Performance Plan Scorecard (Mental Health Unit)
Attachment III – A – Budget (PCY – Main)
Attachment III – B – Budget (Mental Health Unit)
Attachment IV – Haven for Hope FY 2013 Performance Measures Definitions

Contract #460000

STATE OF TEXAS *	PROFESSIONAL SERVICES AGREEMENT
COUNTY OF BEXAR *	WITH
CITY OF SAN ANTONIO *	SAN ANTONIO EDUCATION PARTNERSHIP

This Agreement 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 designee pursuant to Ordinance No. _____ dated _____, and the San Antonio Education Partnership.

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the Managing City department, and

WHEREAS, the San Antonio Education Partnership (SAEP) is an independent non-profit corporation incorporated under the laws of the State of Texas with tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the Executive Director of SAEP is authorized to act on behalf of SAEP and any references to the Executive Director of SAEP are deemed to include references to any of the Executive Director's designee(s); and

WHEREAS, the City has provided certain funds from the City of San Antonio General Fund Operating Budget (hereinafter referred to as "General Fund") to be used in furtherance of the activities and mission of the San Antonio Education Partnership (the "Project"); and

WHEREAS, the City has adopted a budget for the expenditure of funds, and included therein is an additional allocation for SAEP for this contract term in an amount not to exceed $2,412,814.00 ("Fiscal Year 2014 funding"); and

WHEREAS, of the Total Allocation, $2,100,000.00 is earmarked to reimburse the San Antonio Education Partnership for scholarships provided for students from City-sponsored high schools (these scholarship reimbursements collectively shall be referred to as "New School Scholarships") and $312,814.00 is earmarked for outreach (These reimbursement amounts collectively shall be referred to as "Reimbursements," and the amounts for which the City provides Reimbursements collectively shall be referred to as "Reimbursable Expenses); and

WHEREAS, the Project set out within this agreement does not include operation and administration expenses, including salaries, associated with and allocable to Café College; and

WHEREAS, the City wishes to engage the San Antonio Education Partnership to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The San Antonio Education Partnership will provide, oversee, administer, and carry out all Project activities and services in a manner satisfactory to the City and in compliance with the mutually-agreed to Scope of Work and SA2020 Scorecard affixed hereto and incorporated herein for all purposes as Attachments I and II.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2013 and shall terminate on September 30, 2014.

III. CONSIDERATION

3.1 In consideration, the City will fund the Project through Advance Payments and Reimbursements, as applicable, in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance. Said budget ("Reimbursable Expenses") is affixed hereto and incorporated herein for all purposes as Attachment III. It is specifically agreed that the Total Allocation shall not exceed the total amount of $2,412,814.00, from Fiscal Year 2014 (FY 2014 funding provided under this Agreement.

3.2 The funding level of this Agreement is based on the following allocations from the following funding sources:

$2,412,814.00 General Fund

3.3 It is expressly understood and agreed by the City and San Antonio Education Partnership that the City's obligations under this Agreement are contingent upon the actual receipt of adequate general fund revenue to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Agreement, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Agreement or reduce the Scope of Work and Consideration accordingly. It is further understood and agreed upon by the parties that nothing within this Agreement shall entitle or guarantee San Antonio Education Partnership funding beyond the term of this Agreement.

IV. PAYMENT

4.1 The parties agree that funding under this Agreement shall be allocated in accordance with the attached Budget.

4.2 Annual Forecast. Upon commencement of the Agreement, San Antonio Education Partnership shall submit an annual forecast of projected expenditures for each month during the entirety of the Agreement term. The forecast shall break down projected expenditures on a month by month basis. In the event that the required Annual Forecast has not been submitted within the first quarter of this Agreement, San Antonio Education Partnership shall provide an Annual Forecast as well as an Invoice detailing expenditures to date consistent with its submitted forecast for the contract term.

4.3 Requests for Advance Payments. San Antonio Education Partnership must submit to the Director of the Managing City Department a written Request for Advance Payments no later than thirty (30) calendar days prior to the beginning of each new quarter (i.e. due dates: December 1st, March 1st, June 1st, and September 1st). Requests for Advance Payments should be based on an updated and current revised forecast for expenditures for the succeeding remaining quarters. The Director of the Managing City Department may, in his or her sole discretion, approve an advance payment of a Reimbursable Expense. It is understood and agreed by the parties hereto that (a) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (b) 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) San Antonio Education Partnership'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 San Antonio Education Partnership is notified that an advance payment check is available from the City.

(B) The San Antonio Education Partnership must deposit Reimbursements in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where the San Antonio Education Partnership's total deposits in said bank, including all City funds deposited in such account, exceed the FDIC insurance limit, the San Antonio Education Partnership must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by the San Antonio Education Partnership from the San Antonio Education Partnership's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the San Antonio Education Partnership'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. San Antonio Education Partnership 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 San Antonio Education Partnership shall deposit New School Scholarships and funds held by the San Antonio Education Partnership that are in excess of paid scholarship expenses from prior program years as set forth in Attachment IV in the account entitled "New Schools Fund Account". All accumulated interest or other amounts accruing to the New Schools Fund Account shall remain a part of the New Schools Fund Account. The New Schools Fund is to be invested in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. The San Antonio Education Partnership will submit to the Director of the Managing City Department a "New Schools Fund" investment account fund register showing the beginning balance as of execution of this Agreement and all deposits, interest income, and expense withdrawals made during the program year on a monthly basis thereafter.

4.4 Monthly Invoices. San Antonio Education Partnership shall submit to City by the 15th of the month a monthly Invoice in the form prescribed by City, which details the specific costs (by category and by program account number) San Antonio Education Partnership expensed in the previous month to deliver the services described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The submitted monthly Invoice 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 San Antonio Education Partnership's submission of original or certified copies of invoices, cancelled checks, San Antonio Education Partnership's general ledger and/or receipts to verify invoiced expenses.

4.5 Reconciliation of Actual Expenditures in Relation to Quarterly Revised Forecasts. The Request for Advance Payment set out above in Section 4.3 shall take into consideration and account for actual expenditures during that quarter versus those projected expenditures for the quarter. Should requested advanced funds provided for the quarter exceed the amount actually expended, San Antonio Education Partnership agrees that it shall carry forward that surplus amount and credit it against its forecasted expenditures for the succeeding quarter (e.g. first quarter projected expenditures are $100,00.00; actual expenditures are $75,000.00; $25,000.00 will carry forward to the second quarter. Request for Advance Payment for second quarter would show projected expenditures of $100,000.00, but will show carry-forward credit of $25,000.00 and therefore only request the balance of $75,000.00). In no event may any Invoice or Request for Advance Payment or cumulative total thereof, exceed the Total Allocation.

4.6 Reimbursement to City. The San Antonio Education Partnership shall submit to City all final requests for payment no later than forty-five (45) days from the expiration or early termination date of this Agreement, unless the San Antonio Education Partnership receives written authorization from the Director of the Managing City Department prior to such forty-five (45) day period allowing the San Antonio Education Partnership to submit a request for payment after such forty-five (45) period. San Antonio Education Partnership agrees to reimburse the City for any unused funds received from the City based upon

reconciled adjustments resulting from its fourth (4th) quarter balance sheet. Reimbursement shall be made to City within ten (10) calendar days of written notification of the need for reimbursement.

4.7 Forecast and Request for Advance Payment for Succeeding Fiscal Year. San Antonio Education Partnership shall provide a forecast and Request for Advance Payment by August 15th for projected expenditures in the next fiscal year, should funding be available and the parties mutually agree to a new term and agreement. The parties agree and understand that the submission of a forecast and request for advance payment shall not be considered to create any expectation or guarantee of future funding and shall not extend, renew or amend this Agreement unless an extension, amendment or renewal is agreed upon by the parties in writing in accordance with Article XXIV.

4.8 Other Provisions. With respect to Reimbursable Expenses, the parties expressly agree that the City's liability hereunder is limited to making reimbursements for allowable costs incurred. Allowable costs are defined as those costs which are necessary, reasonable and allowable 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 III of this Agreement unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department in cases where the total Agreement Budget remains the same, or (b) a Agreement amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Agreement in cases where there is an increase or decrease to the total Agreement Budget. Approved budget revisions and Agreement amendments modify the Budget attached hereto, and in such cases San Antonio Education Partnership's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Agreement amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Agreement to the budget shall mean the budget as revised through approved budget revisions or Agreement amendments. In no event shall the City be liable for any cost of the San Antonio Education Partnership not eligible for reimbursement as defined within this Agreement. San Antonio Education Partnership 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 Agreement, 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.

4.9 City shall make reimbursement payments of eligible expenses to the San Antonio Education Partnership 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 Invoice and so long as San Antonio Education Partnership satisfactorily completes the work described in this Agreement. The question of satisfactory completion of said work shall be determined by the City alone and its decision shall be final. City shall make payment to San Antonio Education Partnership within 30 calendar days of receiving a valid and approved Invoice or Request for Advance Payment.

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

4.11 The San Antonio Education Partnership 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 Agreement. If accrual basis reports are required, the San Antonio Education Partnership 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 San Antonio Education Partnership shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. The San Antonio Education Partnership 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 San Antonio Education Partnership;

(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 Article 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.

4.12 San Antonio Education Partnership 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. The Cost Allocation Plan and supportive documentation shall be included with San Antonio Education Partnership's annual program budget prior to Agreement 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.

4.13 Upon execution of this Agreement or at any time during the term of this Agreement, 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 the San Antonio Education Partnership's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.14 San Antonio Education Partnership agrees that prior to the payment of any funds under this Agreement, and throughout the term of this Agreement, San Antonio Education Partnership shall maintain financial stability and operate in a fiscally responsible and prudent manner. San Antonio Education Partnership agrees that the City may immediately terminate this Agreement if the City finds, as solely determined by the City, that San Antonio Education Partnership is in such unsatisfactory financial condition as to endanger performance under this Agreement. The City may consider evidence such as the apparent inability of San Antonio Education Partnership to meet its financial obligations and items that reflect detrimentally on the credit worthiness of San Antonio Education Partnership. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of San Antonio Education Partnership, the appointment of a trustee, receiver or liquidator for all or a substantial part of San Antonio Education Partnership's property,

or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against San Antonio Education Partnership. San Antonio Education Partnership shall provide any records requested by City that City deems necessary to make such a determination.

4.15 The San Antonio Education Partnership agrees that its costs or earnings claimed under this Agreement will not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

4.16 The San Antonio Education Partnership agrees that with respect to Reimbursable Expenses, the City shall not be obligated to any third parties of San Antonio Education Partnership (including any subcontractors or third party beneficiaries of the San Antonio Education Partnership).

V. PROGRAM INCOME

5.1 For purposes of this Agreement, "program income" shall mean earnings of the San Antonio Education Partnership realized from activities resulting from this Agreement or from the San Antonio Education Partnership's management of all 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 the San Antonio Education Partnership provided as a result of this Agreement, and payments from clients or third parties for services rendered by the San Antonio Education Partnership pursuant to this Agreement. At the sole option of the Director of the Managing City Department, the San Antonio Education Partnership will be required to return program income funds to City through the Managing City Department, provided, however, that upon prior written approval by the Director of the Managing City Department, the San Antonio Education Partnership 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 the San Antonio Education Partnership is required to return program income to the Managing City Department, the San Antonio Education Partnership 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 the San Antonio Education Partnership authority to retain program income, the San Antonio Education Partnership must submit all reports required by the Managing City Department within the timeframe specified in the Agreement.

5.3 The San Antonio Education Partnership 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 San Antonio Education Partnership shall fully disclose and be accountable to the City for all program income. The San Antonio Education Partnership 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 the San Antonio Education Partnership to report program income as required is grounds for suspension, cancellation, or termination of this Agreement.

5.5 The San Antonio Education Partnership 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, provided, however, that the City expressly acknowledges that the San Antonio Education Partnership participates in the City Employee Combined Campaign administered by the United Way and that the San Antonio Education Partnership solicits and receives donations from City employees during that

Campaign. Nothing in this Section 5.5 shall be construed to restrict the San Antonio Education Partnership's participation in or benefit from the City Employee Combined Campaign.

5.6 The San Antonio Education Partnership shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF AGREEMENT

6.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

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 Agreement 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 shall have the final authority to render or secure an interpretation.

6.3 The San Antonio Education Partnership shall not use funds awarded from this Agreement 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 Agreement 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 Agreement.

6.5 The San Antonio Education Partnership's 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 the San Antonio Education Partnership'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 The San Antonio Education Partnership agrees to comply with the following check -writing and handling procedures with respect to checks written to pay or reimburse Reimbursable Expenses:

(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; San Antonio Education Partnership 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 Agreement unless San Antonio Education Partnership 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; and

(C) Checks issued by City to the San Antonio Education Partnership for all Reimbursable Expenses shall be deposited into the appropriate bank account immediately or by the next business day after the San Antonio Education Partnership'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 the San Antonio Education Partnership 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 the San Antonio Education Partnership expends $500,000.00 or more of City dollars, provided pursuant to this Agreement or any other City contract, then during the term of this Agreement, the San Antonio Education Partnership 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 the San Antonio Education Partnership's fiscal year, expiration or early termination of this Agreement, whichever is earlier. The San Antonio Education Partnership 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 the San Antonio Education Partnership or within fifteen (15) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

The San Antonio Education Partnership agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the San Antonio Education Partnership or its programs of any findings about accounting deficiencies, or violations of the San Antonio Education Partnership'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 San Antonio Education Partnership's receipt of the report.

7.2 The San Antonio Education Partnership agrees that if the San Antonio Education Partnership 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 the San Antonio Education Partnership 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 the San Antonio Education Partnership's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. The San Antonio Education Partnership 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, the San Antonio Education Partnership may submit the completed report by mail to:

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

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

7.3 If the San Antonio Education Partnership expends less than $500,000.00 of City dollars, then during the term of this Agreement, the San Antonio Education Partnership shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of the San Antonio Education Partnership's fiscal year, expiration or early termination of this Agreement, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by the San Antonio Education Partnership 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 Agreement 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, the San Antonio Education Partnership agrees to make available to City all accounting and Project records.

The San Antonio Education Partnership 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 the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement 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 Agreement. Said records shall be maintained for the required period beginning immediately after the expiration of this Agreement, save and except when there is litigation or if the audit report covering such agreement has not been accepted, the San Antonio Education Partnership 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 the San Antonio Education Partnership in accounting for expenses incurred under this Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

The City may, in its sole and absolute discretion, require the San Antonio Education Partnership 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 Agreement, and the San Antonio Education Partnership shall abide by such requirements.

7.6 When an audit or examination determines that the San Antonio Education Partnership has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the San Antonio Education Partnership 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 San Antonio Education Partnership 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, the San Antonio Education Partnership 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 the San Antonio Education Partnership 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 San Antonio Education Partnership is forbidden from reducing Project expenditures and the San Antonio Education Partnership must use its own funds to maintain the Project.

The San Antonio Education Partnership agrees and understands that all expenses associated with the collection of delinquent debts owed by the San Antonio Education Partnership shall be the sole responsibility of the San Antonio Education Partnership and shall not be paid from any Project funds received by the San Antonio Education Partnership under this Agreement.

7.7 If the City determines, in its sole discretion, that the San Antonio Education Partnership 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 San Antonio Education Partnership 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 San Antonio Education Partnership shall furnish to the Managing City Department such statements, records, data, all policies and procedures, and information and permit the City to have interviews with its personnel, board members and project participants pertaining to the matters covered by this Agreement.

8.2 The San Antonio Education Partnership shall submit to the Managing City Department such reports as may be required by the City, including the Contract Monitoring Report (CMR) which template is affixed hereto and incorporated herein as Attachment V. At the start of the Agreement term, a Contract Monitoring Report containing projected monthly performance measures for the entire Agreement term shall be developed and approved by designated Agreement monitoring staff. San Antonio Education Partnership 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 San Antonio Education Partnership ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 The San Antonio Education Partnership 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 Agreement. The San Antonio Education Partnership 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, the San Antonio Education Partnership 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. The San Antonio Education Partnership 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 the San Antonio Education Partnership'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 Agreement. Upon expiration or early termination of this Agreement, the San Antonio Education Partnership 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 the San Antonio Education Partnership receives inquiries regarding documents within its possession pursuant to this Agreement, the San Antonio Education Partnership 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 San Antonio Education Partnership shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of the San Antonio Education Partnership's receipt of such request.

8.5 In accordance with Texas law, the San Antonio Education Partnership acknowledges and agrees that all City 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, the San Antonio Education Partnership agrees that no such City government records produced by or

on the behalf of the San Antonio Education Partnership pursuant to this Agreement shall be the subject of any copyright or proprietary claim by the San Antonio Education Partnership.

The San Antonio Education Partnership acknowledges and agrees that all City government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City during normal business hours. The San Antonio Education Partnership further agrees to turn over to City all such City records upon expiration or early termination of this Agreement. The San Antonio Education Partnership agrees that it shall not, under any circumstances, release any records created solely for the City during the course of performance of the Agreement 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 Agreement.

8.6 Ownership of Intellectual Property. San Antonio Education Partnership 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. San Antonio Education Partnership 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. San Antonio Education Partnership 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 San Antonio Education Partnership'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, San Antonio Education Partnership hereby irrevocably designates and appoints City and its duly authorized officers and agents as San Antonio Education Partnership's agent and attorney-in-fact, to act for and in San Antonio Education Partnership'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 San Antonio Education Partnership. Provided, however, nothing herein contained is intended nor shall it be construed to require San Antonio Education Partnership to transfer any ownership interest in San Antonio Education Partnership'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 Agreement, the San Antonio Education Partnership shall submit all final client and/or fiscal reports and all required deliverables to the City Managing Department. The San Antonio Education Partnership understands and agrees that in conjunction with the submission of the final report, the San Antonio Education Partnership shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 San Antonio Education Partnership shall provide to the Managing City Department all information requested by the Managing City Department relating to the San Antonio Education Partnership'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 San Antonio Education Partnership's board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 The San Antonio Education Partnership 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 Agreement.

IX. INSURANCE

9.1 The San Antonio Education Partnership agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Agreement, San Antonio Education Partnership shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled **San Antonio Education Partnership – Scholarships** 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 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 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.

(C) The San Antonio Education Partnership's financial integrity is of interest to the City; therefore, subject to San Antonio Education Partnership's right to maintain reasonable deductibles in such amounts as are approved by the City, San Antonio Education Partnership shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at San Antonio Education Partnership'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	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
5. 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.

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

(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). San Antonio Education Partnership 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. San Antonio Education Partnership 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) San Antonio Education Partnership 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, San Antonio Education Partnership shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend San Antonio Education Partnership's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

(J) It is agreed that San Antonio Education Partnership'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.

(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 shall be limited to insurance coverage provided.

(L) San Antonio Education Partnership and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 THE SAN ANTONIO EDUCATION PARTNERSHIP AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(A) The San Antonio Education Partnership 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 or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to the San Antonio Education Partnership's activities under this Agreement, including any acts or omissions of the San Antonio Education Partnership, any agent, officer, director, representative, employee, consultant or subcontractor of the San Antonio Education Partnership , 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, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT THE SAN ANTONIO EDUCATION PARTNERSHIP 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.

(B) 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.

(C) The San Antonio Education Partnership shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or the San Antonio Education Partnership known to the San Antonio Education Partnership related to or arising out of the San Antonio Education Partnership's activities under this Agreement.

XI. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) AND RELATED POLICIES

11.1 THIS POLICY IS NOT APPLICABLE TO THIS AGREEMENT.

XII. APPLICABLE LAWS

12.1 The San Antonio Education Partnership 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 San Antonio Education Partnership to suspension of payments, termination of Agreement, and debarment and suspension actions.

12.2 The San Antonio Education Partnership understands that certain funds provided it pursuant to this Agreement are funds that have been made available by the City's General Operating Budget. Consequently, the San Antonio Education Partnership agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by the San Antonio Education Partnership hereunder as directed by the City or as required in this Agreement. In addition the San Antonio Education Partnership shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by the San Antonio Education Partnership hereunder:

(A) OMB Circular A-21, entitled, "Cost Principles for Educational Institution"
(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 Agreement by the San Antonio Education Partnership 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, the San Antonio Education Partnership 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, the San Antonio Education Partnership must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to the San Antonio Education Partnership hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 As a party to this Agreement, San Antonio Education Partnership 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, the San Antonio Education Partnership 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 San Antonio Education Partnership warrants that any and all taxes that the San Antonio Education Partnership 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 Agreement. The San Antonio Education Partnership 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 The San Antonio Education Partnership agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.

12.7 The San Antonio Education Partnership agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Project as they may be promulgated.

12.8 All expenditures by the San Antonio Education Partnership or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. 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.

12.9 The San Antonio Education Partnership shall submit to the Managing City Department on an annual basis its Form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, San Antonio Education Partnership shall notify the City in writing of the extension and the anticipated date of filing with the IRS. San Antonio Education Partnership 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 San Antonio Education Partnership received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The San Antonio Education Partnership warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement 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 San Antonio Education Partnership or the City. For breach or violation of this warrant, the City shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement 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 The San Antonio Education Partnership covenants that neither it nor any member of its governing body or of its staff presently has any interest, whether direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The San Antonio Education Partnership further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

13.3 The San Antonio Education Partnership 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 Agreement shall:

(A) Participate in any decision relating to this Agreement 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 Agreement or the proceeds thereof.

13.5 The San Antonio Education Partnership 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 The San Antonio Education Partnership 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). The San Antonio Education Partnership 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 San Antonio Education Partnership fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the San Antonio Education Partnership should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement in whole or in part by sending written notice to the San Antonio Education Partnership 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 San Antonio Education Partnership 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 the San Antonio Education Partnership's performance upon which final payment is conditioned shall include, but not be limited to, the San Antonio Education Partnership's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Agreement 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 San Antonio Education Partnership shall also have the right to terminate this Agreement 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 San Antonio Education Partnership 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 the San Antonio Education Partnership's performance upon which final payment is conditioned shall include, but not be limited to, the San Antonio Education Partnership'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 San Antonio Education Partnership for failure to comply with the terms and provisions of this Agreement. Specifically, at the sole option of the City, the San Antonio Education Partnership may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the San Antonio Education Partnership is not in compliance with this Agreement. The San Antonio Education Partnership shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, 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 San Antonio Education Partnership be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be within the City's sole and absolute discretion and shall be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 The San Antonio Education Partnership 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 Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 The San Antonio Education Partnership agrees that no funds provided under this Agreement 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 Agreement 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, the San Antonio Education Partnership 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. The San Antonio Education Partnership shall list the name and number of a contact person from the Managing City Department on the statement that the San Antonio Education Partnership's personnel can call to report said violations.

15.5 The San Antonio Education Partnership agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the San Antonio Education Partnership under this Agreement 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, the San Antonio Education Partnership 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 San Antonio Education Partnership establishes personnel management policies and procedures for employee positions paid by the San Antonio Education Partnership. The San Antonio Education Partnership will comply with all state and federal laws prohibiting discrimination and a hostile work environment and agrees to provide a workplace free of harassment.

16.2 The San Antonio Education Partnership 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.

16.3 San Antonio Education Partnership is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the San Antonio Education Partnership 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 Agreement.

16.4 San Antonio Education Partnership 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 Agreement approved by the Director of the Managing City Department.

16.5 San Antonio Education Partnership agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.

16.6 The San Antonio Education Partnership agrees to provide the City with the names and license registration of any employees of the San Antonio Education Partnership regulated by State law whose activities contribute toward, facilitate, or coordinate the performance of this Agreement.

16.7 At the sole discretion of the Director of the Managing City Department, San Antonio Education Partnership 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 Agreement;

(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 San Antonio Education Partnership 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.

16.8 Chief Executive Officers (CEOs), directors and other supervisory personnel of the San Antonio Education Partnership 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 The San Antonio Education Partnership agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Agreement 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) The San Antonio Education Partnership, 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 The San Antonio Education Partnership shall publicly acknowledge that this Project is supported by the City as directed by the Managing City Department.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at the Agreement's expiration or early termination, for whatever reason. The San Antonio Education Partnership 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 Agreement. Equipment that has reverted to the San Antonio Education Partnership 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 The San Antonio Education Partnership 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 San Antonio Education Partnership 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 The San Antonio Education Partnership 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 San Antonio Education Partnership 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 San Antonio Education Partnership 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 the San Antonio Education Partnership discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the San Antonio Education Partnership 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 Agreement shall be fully insured against fire, loss and theft.

19.6 The San Antonio Education Partnership 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 The San Antonio Education Partnership agrees that mileage reimbursement paid to the San Antonio Education Partnership'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. The San Antonio Education Partnership 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. The San Antonio Education Partnership 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 San Antonio Education Partnership.

20.3 The San Antonio Education Partnership agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Agreement, the San Antonio Education Partnership 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 The San Antonio Education Partnership 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 The San Antonio Education Partnership 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 The San Antonio Education Partnership 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, the San Antonio Education Partnership learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 The San Antonio Education Partnership shall not assign nor transfer the San Antonio Education Partnership's interest in this Agreement or any portion thereof without the written consent of the City Council of San Antonio. 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 the San Antonio Education Partnership 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 Agreement 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 Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing Agreement funding and executed without City Council approval pursuant to this subsection during the term of this Agreement shall not exceed the foregoing amount;

B. modifications to the SA2020 Scorecard set forth in Attachment II hereto, so long as the terms of the amendment stay within the parameters set forth in the Scope of Work, as set forth in Attachment I hereto;

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

D. modifications to the insurance provisions described in Article IX of this Agreement that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department; or

E. reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.3.

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.

25.2 The San Antonio Education Partnership 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 the San Antonio Education Partnership with respect to any of its sub-contracts supported by any part of the Total Allocation, then the San Antonio Education Partnership will be deemed to be in default of this Agreement, and as such, this Agreement 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 Agreement, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors with this Agreement shall be the responsibility of the San Antonio Education Partnership. The San Antonio Education Partnership agrees that payment for services of any sub-contractor shall be submitted through the San Antonio Education Partnership, and the San Antonio Education Partnership shall be responsible for all payments to sub-contractors.

25.4 The San Antonio Education Partnership 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 Agreement, 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, TX 78205

The San Antonio Education Partnership:
Executive Director
San Antonio Education Partnership
131 El Paso St.
San Antonio, TX 78204

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 The San Antonio Education Partnership and City agree that this Agreement 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 Agreement or adjudicate any dispute arising out of this Agreement 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 Agreement 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 Agreement for the San Antonio Education Partnership represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of the San Antonio Education Partnership and to bind the San Antonio Education Partnership to all of the terms, conditions,

provisions and obligations herein contained. The San Antonio Education Partnership shall provide evidence to City upon execution of this Agreement that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code. The San Antonio Education Partnership 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. The San Antonio Education Partnership shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Agreement.

XXX. LICENSES AND TRAINING

30.1 The San Antonio Education Partnership warrants and certifies that the San Antonio Education Partnership's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Agreement, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT ORGANIZATION

31.1 It is expressly understood and agreed that the San Antonio Education Partnership is an independent organization that provides professional services for the City. As such, the San Antonio Education Partnership shall be 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 San Antonio Education Partnership, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the San Antonio Education Partnership 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 San Antonio Education Partnership.

XXXII. SEVERABILITY

32.1 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 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 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 this 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.

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 San Antonio Education Partnership 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. San Antonio Education Partnership understands that if the legal signatory entering the Agreement has made such a contribution, the City may not award the Agreement 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 The San Antonio Education Partnership acknowledges that the City has identified this Agreement as high profile.

33.3 The San Antonio Education Partnership warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement 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 Agreement. Should the signer of this Agreement violate this provision, the City Council may, in its discretion, declare the Agreement void.

XXXIV UNLAWFUL EMPLOYMENT OF ALIENS

34.1 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if San Antonio Education Partnership receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), San Antonio Education Partnership 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 San Antonio Education Partnership 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.

XXXV. ENTIRE CONTRACT

35.1 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 effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

_____
Melody Woosley, Interim Director
Department of Human Services

SAN ANTONIO EDUCATION PARTNERSHIP:

_____
Eyra Perez, Executive Director

APPROVED AS TO FORM:

_____
City Attorney

_____
Board President (if required by agency)

ATTACHMENTS:

Attachment I – Scope of Work
Attachment II – SA2020 Scorecard
Attachment III- Reimbursable Expenses
Attachment IV- City Funds Held by the San Antonio Education Partnership in the New Schools Fund Account
Attachment V – Contract Monitoring Report Form

Attachment I

SCOPE OF WORK

San Antonio Education Partnership

In Fiscal Year 2014, the San Antonio Education Partnership will provide scholarship opportunities to students at high schools sponsored by the City. This work includes, but is not limited, to the following:

- Providing specific information materials to communicate scholarship opportunity to students in sponsored schools;
- Undertaking outreach (class presentations, student assemblies, parent forums, faculty meetings, etc.) to students, parents and school faculty/staff at schools to create awareness of college access, the Education Partnership and the scholarship opportunity;
- Meeting with students to explain eligibility requirements and complete "Commitment to College" form;
- Working with schools to obtain grade and attendance information to develop preliminary and final eligibility lists of Partnership-eligible scholarship students;
- Creating database to maintain information for new students for reporting, eligibility, and verification purposes, including modification of existing Client Services Information System (CSIS) database;
- Submit Funds to pay the scholarships to the participating colleges and universities on behalf of students that have received the San Antonio Education Partnership Scholarship Award;
- Work with school staff and students of the San Antonio Education Partnership participating high schools to determine eligibility, assess scholarship award and administer scholarship program for eligible students attending Robert E. Lee, Thomas Edison, Louis Fox Tech, Sam Houston, Theodore Roosevelt, Highlands, Harlandale, McCollum, South San, Southside, G.W. Brackenridge, Sidney Lanier, Luther Burbank, John F. Kennedy, Memorial, John Jay, O.W. Holmes, Taft, Thomas Jefferson, Tom Clark, Winston Churchill, James Madison, MacArthur, Marshall, and/or Southwest High School.;

Attachment III

BUDGET
Reimbursable Expenses

San Antonio Education Partnership FY 2014 Budget	
Outreach	$312,814
Scholarships	$2,100,000
2014 SAEP Allocation	$2,412,814
2014 SAEP Invoicing	$2,412,814
Total SAEP COSA Funding	$2,412,814

Attachment IV
City Funds Held By San Antonio Education Partnership
In the New Schools Account Funding

Fiscal Year	City Funding	Program Income (Dividend/Interest)	SAEP Program Expense	Reversion to City Fund Balance	City Fund Balance
2001	650,000	12,320	0	0	662,320
2002	650,000	13,897	(220,675)	0	1,105,542
2003	584,895	10,902	(221,425)	0	1,479,914
2004	581,895	11,035	(340,908)	0	1,731,936
2005	0	34,749	(400,175)	(279,120)	1,087,390
2006	500,650	34,811	(499,150)	0	1,123,701
2007	663,267	46,659	(663,270)	(50,000)	1,120,357
2008	1,216,619	19,919	(1,216,619)	(133,501)	1,006,775
2009 through 5/31/2009	870,582	5,143	(845,645)	0	1,036,855
2010 (6/1/09-09/30/2010)	2,106,777	1,410	(2,106,777)	0	1,038,265
2011	1,520,877	89	(1,519,705)	(789,437)	250,089
2012	2,537,814		(2,537,903)	(125,000)	125,000
2013	2,412,814		(2,412,814)	0	0
Total	**14,296,190**	**190,934**	**(12,985,066)**	**(1,377,058)**	**0**

The Carver 2013-2014 Performance Season

The City of San Antonio will sponsor the following performing events. The City of San Antonio will support the artistic fee for the performer's expenses up to $161,500. Ticket Revenues will be deposited with the City of San Antonio.

Date	Performance	Contract Value	Management Company	Venue	Discipline
Saturday 10/18/2013	**Ruben Studdard**	**$14,000**	Wenig-LaMonica Associates, LLC	Jo Long Theatre	Music
Saturday 11/16/2013	**Nai-Ni Chen Dance Company & The AHN Trio**	**$24,000**	Joanne Rile Artists Management, Inc.	Jo Long Theatre	Music/Dance
Friday 12/6/2013	**Black Violin**	**$10,000**	A-List Agency, Inc.	Jo Long Theatre	Music
Saturday 1/18/2014	**Luciana Souza**	**$16,000**	Unlimited Myles, Inc.	Jo Long Theatre	Music
Friday 1/31/2014	**Dr. Lonnie Smith**	**$10,500**	Unlimited Myles, Inc.	Jo Long Theatre	Music
Friday 2/21/2014	**Rennie Harris RHAW**	**$18,000**	Jodi Kaplan & Associates	Jo Long Theatre	Dance
Friday 3/21/2014	**Raisin'Cane starring Jasmine Guy**	**$22,000**	Baylin Artists Management, Inc.	Jo Long Theatre	Theatrical
Saturday 4/5/2014	**SF Jazz Collective**	**$18,000**	Opus 3 Artists, LLC	Jo Long Theatre	Music
Saturday 5/17/14	**Jason Moran**	**$18,000**	International Music Network	Jo Long Theatre	Music
various dates	Matinee performances	$11,000	various companies	Jo Long Theatre	Theatrical
	Total	**$161,500**			

STATE OF TEXAS	) (	**PERFORMANCE**
	) (	
COUNTY OF BEXAR	) (	**CONTRACT**

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 Managing City Department, pursuant to Ordinance No. _____ dated _____, 2013 and _____ (hereinafter referred to as "CONTRACTOR") for the services of _____ (hereinafter referred to as "ARTIST").

WHEREAS, CITY wishes to arrange for CONTRACTOR to furnish the services of ARTIST to perform "_____"(the "Production") at _____ located at _____, (hereinafter referred to as "Theater"); and

WHEREAS, CONTRACTOR wishes to furnish the services of ARTIST to perform the Production at the Theater; NOW THEREFORE, in consideration of the promises, covenants and conditions contained herein, the parties, intending to be legally bound, agree as follows:

I. PERFORMANCE BY CONTRACTOR AND ARTIST

1.1 CONTRACTOR hereby agrees to furnish the services of ARTIST to perform services according to the terms and conditions below:

a. Presenter of Engagement: City of San Antonio
Carver Community Cultural Center
226 N. Hackberry Street
San Antonio, Texas 78202

b. Performance Days, Dates and Time: Date @ Time
Name of Venue:
Venue Address:
San Antonio, Texas

c. CITY contact person and phone: Tracy Alva, Management Analyst
(210) 207-2718

d. Name and description of Group/Production:

e. Number and length of Engagement:

f. Set up and load out specifications: Technical rider must be received by CITY no later than (4) weeks prior to the performance date set forth in section 1.1(b).

II. PERFORMANCE BY CITY

2.1 CITY agrees to provide CONTRACTOR's ARTIST with the following:

a. Theater and stage specifications: A venue that is well heated or cooled as applicable, lighted and clean, with dressing facilities for the ARTIST.

b. Sound equipment: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).

c. Lighting equipment: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).

d. Other Equipment Requirements: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).

e. Transportation: Ground transportation 1) to and from airport and hotels and 2) to engagement sites.

f. Housing: Accommodations to be made and paid by CONTRACTOR or ARTIST, as applicable.

III. COMPENSATION

3.1 CITY shall pay to CONTRACTOR or ARTIST, as directed by CONTRACTOR, a fixed fee as follows:

a. $_____.00 paid to the name of _____by CITY check to be received on or before _____, 20__, or as soon as feasibly possible.

IV. COPYRIGHT INDEMNIFICATION

4.1 CONTRACTOR agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the Carver Community Cultural Center during the term of the CONTRACTOR'S CONTRACT complies with federal copyright law and any other applicable copyright law.

4.2 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY, and its elected officials, officers, directors, volunteers and representatives of the CITY, individually or collectively from and against any and all suits, actions, legal proceedings, claims, demands, damages, penalties, costs, expenses, fees, fines, liability and attorney's fees arising out of infringement of copyright on any work used in any way in connection with this CONTRACT.**

V. BOX OFFICE

5.1 CITY shall be responsible for all sales of tickets for the performance(s) set forth in Article I of this performance CONTRACT. CITY shall provide complimentary tickets to CONTRACTOR for the performance(s) upon CONTRACTOR'S request, not to exceed ten complimentary tickets.

VI. PROMOTION AND PUBLICITY AND PROGRAMS

6.1 CITY agrees to provide publicity material consisting of printed material and advertising arrangements for any press release or broadcast announcements to be made and such programs necessary for the performance, except that CONTRACTOR shall provide all such materials that it may have in its possession that may be of use to CITY for its publicity campaign and marketing efforts, including but not limited to, a Press Kit. If CONTRACTOR has a videotape promotion, color slide and/or photographs of the performance provided for in this CONTRACT, CONTRACTOR shall submit to CITY such items on or before the execution date of this CONTRACT.

VII. TERMINATION

7.1 Should the CONTRACTOR, or the ARTIST, fail to fulfill, in a timely and proper manner his respective obligations under this CONTRACT or if the CONTRACTOR or ARTIST neglects or fails to perform any of the terms, conditions, covenants or guarantees of this CONTRACT or of any amendment hereto as solely determined by CITY, the CITY shall have the right to terminate this CONTRACT by sending written notice to the CONTRACTOR of such termination and specify the effective date thereof. Prior to such notice of termination, the CITY shall give written notice of the CONTRACTOR or ARTIST's failure or violation and the CONTRACTOR shall have fourteen (14) days from receipt of such notice to remedy such failure or rectify such violation. At the end of the period for remedy, if the CITY remains dissatisfied with the CONTRACTOR's attempt to remedy, the CITY shall give CONTRACTOR ten (10) days written notice of termination. Notwithstanding the above, 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.

7.2 In the event that CITY finds that CONTRACTOR has booked another performance engagement by ARTIST in, or within 100 miles, of the City of San Antonio, Texas within a twelve (12) month period of the ARTIST's scheduled performance date(s) set forth in this CONTRACT, then, at the CITY's option, the CITY have the right to terminate this CONTRACT in accordance with the procedures set forth in Section 7.1. However, CITY shall not be obligated to provide the notice and cure period set forth in Section 7.1 if the date on which the CITY obtains information of the other engagement is less than thirty (30) days from the performance scheduled pursuant to this CONTRACT. If any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 (a) of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds no later than three (3) days from the date the CONTRACTOR receives notice of the CITY's termination pursuant to this section.

VIII. NON-DISCRIMINATION

8.1 CITY and CONTRACTOR agree to comply with all federal and state laws regarding nondiscrimination in the execution of this CONTRACT. In accordance therewith, CITY and

CONTRACTOR shall ensure that no person is denied benefits hereunder on the basis of race, color, national origin, religion, sex, age, handicap or political affiliation.

IX. AMENDMENT

9.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONTRACTOR and in the case of substantive amendments shall be evidenced by passage of a subsequent CITY ordinance, as to CITY's approval.

X. ASSIGNING INTEREST

10.1 CONTRACTOR shall not transfer or assign any interest in this CONTRACT, nor delegate the performance of any duties hereunder by subcontract or otherwise without the prior written consent of CITY.

XI. INDEMNITY

11.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to 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 performance of the rights or 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 within 24 hours in writing 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.

11.2 **<u>Defense Counsel</u> - CITY shall have the right to select or to approve defense counsel to be retained by LICENSEE in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. LICENSEE 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 LICENSEE fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and LICENSEE 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.

11.3 **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of LICENSEE, 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 LICENSEE or any subcontractor under worker's compensation or other employee benefit acts.**

XII. RELATIONSHIP OF THE PARTIES

12.1 CITY and CONTRACTOR mutually agree that CONTRACTOR acts in the capacity of an independent contractor and that nothing contained herein shall be construed by either party hereto or by any third party as creating the relationship of principal and agent, partners, joint venture or any other similar such relationship between the parties hereto.

12.2 CITY and CONTRACTOR understand and agree that neither party to this CONTRACT has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

XIII. IMPOSSIBILITY OF PERFORMANCE

13.1 Neither the CONTRACTOR nor the CITY shall be liable for any failure to appear or perform in the event that such failure is caused by the physical disability of the ARTIST, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption of travel service, or any other cause beyond the control of the CONTRACTOR or the CITY. The party prevented from performing shall advise the other party immediately of such valid inability to perform. In the event that ARTIST is prevented from performing pursuant to this Article, if any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds at the time of CONTRACTOR's notification to the CITY of ARTIST's inability to perform. If the CITY is prevented from performing pursuant to this Article, if any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 (a) of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds no later than three (3) days from the date the CONTRACTOR receives notice from the CITY of CITY's inability to perform.

XIV. INSURANCE

14.1 CONTRACTOR shall be responsible for insuring its employees and sub-contractors for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this CONTRACT, CONTRACTOR will attach a waiver of subrogation in favor of the CITY.

14.2 CONTRACTOR shall be responsible for insuring its own Property, Equipment, Autos and for obtaining its own legal liability coverage. In no event will the CITY be required to maintain any insurance coverages for CONTRACTOR.

XV. CONFLICT OF INTEREST

15.1 CONTRACTOR 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 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 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.

15.2 Pursuant to section 15.1 of this CONTRACT, CONTRACTOR warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. 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.

XVI. NOTICES

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

CITY

Carver Community Cultural Center
ATTN: Management Analyst
226 N. Hackberry St.
San Antonio, Texas 78202

and

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

CONTRACTOR

XVII. SEVERABILITY

17.1 In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XVIII. CAPTIONS

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

XIX. JURISDICTION

19.1 THIS CONTRACT IS PERFORMABLE IN BEXAR COUNTY, TEXAS AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XX. LAWS

20.1 CONTRACTOR understands and agrees to abide by and adhere to all applicable federal and state laws, rules and regulations and City of San Antonio ordinances.

XXI. SPECIAL PROVISIONS

21.1 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.

21.2 During the term of this CONTRACT, if CONTRACTOR files and/or pursues an adversarial proceeding against the CITY then, at the CITY'S option, this CONTRACT and all access to the funding provided for hereunder may terminate if CONTRACTOR is in violation of Section 21.1 of this CONTRACT.

21.3 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.

21.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the CONTRACTOR in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

XXII. ENTIRE AGREEMENT

22.1 This CONTRACT is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written are merged and incorporated into this CONTRACT, and no such oral or written understanding, agreements, promises, representations, terms or conditions not specifically set forth in this CONTRACT shall be binding upon the parties.

XXIII. GENDER

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

XXIV. AUTHORITY

24.1 The signers of this CONTRACT, by placing their signature below, represent and warrant that they have full authority to execute this CONTRACT on behalf of the respective party each represents.

IN WITNESS WHEREOF, we have affixed our signature hereto.

CITY OF SAN ANTONIO	**CONTRACTOR**
_____	_____
Name: Title:	By:
_____	_____
Date	Date

*Note: Payment cannot be processed without a tax ID number.

APPROVED AS TO FORM: _____
CITY ATTORNEY

CITY OF SAN ANTONIO
SHORT TERM LICENSE AGREEMENT FOR RENTAL OF CARVER COMMUNITY CULTURAL CENTER

NO. 00000_ _
FILE #

This License Agreement ("LICENSE"), dated this _____ day of _____, _____, is made and entered into by and between the City of San Antonio ("CITY") a municipal corporation of the State of Texas, acting by and through its Director of the Convention & Sports Facilities Department or designee ("DIRECTOR") and _____ ("LICENSEE"), for the following express purposes and conditions, all of which the LICENSEE hereby covenants and agrees with CITY to keep and perform.

WITNESSETH:

WHEREAS, CITY is the owner and operator of a building located at 226 N. Hackberry and a building located at 226 N. Hackberry, building number 6 known as the Little Carver Civic Center (both buildings are collectively known as the "Carver Community Cultural Center"); and

WHEREAS, LICENSEE and CITY desire to enter into an agreement specifying the terms and conditions under which LICENSEE will use a specified area of the Carver Community Cultural Center for presentation of the Event, as defined below, and all related activities;

NOW THEREFORE, for and in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

I. DEFINITIONS

1.1 Carver means the two buildings collectively known as Carver Community Cultural Center, in San Antonio, Texas, which are located at 226 N. Hackberry and building number 6 located at 226 N. Hackberry (the Little Carver Civic Center).

1.2 CITY means the City of San Antonio, a Texas municipal corporation.

1.3 DIRECTOR means the Director of the Department of Convention & Sports Facilities.

1.4 Egress means the exit of the Carver of people attending the Event or the moving out of the Event.

1.5 Event means the _____ and its related activities as specified herein and in any attachments hereto.

1.6 Ingress means the entry of attendees or the moving in of the Event.

II. SCOPE

2.1 The Event shall be the _____ and shall include all the related activities defined herein and in any attachments hereto. LICENSEE understands that the Event shall include only the activities outlined and that LICENSEE must receive the prior written approval of the DIRECTOR, or his or her designee to make any changes to the Event activities. If changes are made to the Event activities without prior approval of the DIRECTOR, the CITY, at its option, shall have the right to terminate this LICENSE and the LICENSEE shall forfeit, as liquidated damages, the security deposit required by Section 4.4.

III. TERM

3.1 That CITY, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by LICENSEE, does hereby agree to furnish certain space located at the _____, City of San Antonio, Bexar County, Texas, ("LICENSED PREMISES") and LICENSEE agrees as consideration hereof and as payment for the right herein granted to use the LICENSED PREMISES to pay CITY the sums set forth in Section 4.1.

3.2 The Term shall commence on _____ (the "Commencement Date") no sooner than _____ ___.m. and end on _____ (the "Termination Date") no later than _____ ___.m.. The Term shall be the entire period of LICENSEE'S use and shall include the Event Day or Days and the days for Ingress and Egress. The Days of the Events are _____.

IV. PAYMENT

4.1 In consideration for the license to use the LICENSED PREMISES as provided for in this LICENSE Agreement, LICENSEE shall pay CITY the fees set forth below.

License Fee (Rent):	$ _____
Box Office fee:	$ _____
Technical fees:	$ _____
Equipment Rental:	$ _____
Clean up:	$ _____
Security Deposit:	$ 200.00
Additional Services: (per Section 5.2)	$ _____
Other:	$ _____
Total:	$ _____

4.2 LICENSEE agrees to pay the total amount provided in Section 4.1 above at the time this LICENSE is executed and submitted to CITY, but by no later than one week before the Commencement Date. Any fees due in connection with costs that are unforeseen at the time the LICENSE is submitted, or owed pursuant to any provision herein, including any balance owed by LICENSEE, are due to the CITY on the final day of the Event. Interest at the highest rate allowed by Texas Law will be assessed against any unpaid balance after 30 days from the due date.

4.3 The fees above are based on rates approved by CITY Ordinance #_____.

4.4 LICENSEE agrees that LICENSEE's security deposit shall be credited towards the final balance owed by the LICENSEE to the CITY. Said security deposit or portion thereof will only be refunded (unless otherwise forfeited under Section 2.1) (i) in the event that funds are available after crediting the security deposit toward the balance of unpaid rent, fees or the cost of damages caused by LICENSEE and owed by LICENSEE to the CITY, or (ii) in the event that this LICENSE terminates pursuant to Section 11.2.

V. PERSONNEL AND SERVICES

5.1 LICENSEE shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the Carver including, but not limited to ticket takers, ushers, registration personnel, paramedics, spotlight operators, sound system technicians, electricians, sale of concessions (if concession rights are granted by CITY to LICENSEE) and any other personnel necessary for the handling of freight, decorations, scenery, or other property of LICENSEE. LICENSEE agrees that each person employed by LICENSEE to provide services in the Carver will at all times maintain a neat and clean appearance and conduct himself/herself in a polite and professional manner. LICENSEE agrees to replace any such employee failing to do so upon notice by DIRECTOR.

5.2 Should LICENSEE require additional services, accommodations or materials (collectively referred to as "Additional Services") other than those ordinarily provided for the LICENSED PREMISES, which the DIRECTOR or his/her designee agrees could be provided by CITY, such as special set-ups or special labor requests, and LICENSEE desires CITY to provide those services, LICENSEE shall make a written request for said services no later than 60 days prior to the Commencement Date. LICENSEE agrees to pay any and all sums which may be due CITY for said Additional Services in accordance with the terms of this LICENSE.

5.3 SECURITY PERSONNEL. As a condition of the granting of this LICENSE, LICENSEE agrees to pay for the provision of adequate security that may be necessary during the Term. LICENSEE shall make security arrangements with security personnel who have obtained a minimum Basic Peace Officer Certificate from the Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE). CITY, in its sole and absolute discretion, shall determine the number of security personnel that may be necessary for LICENSEE's Event depending on the anticipated number of attendees and invited guests and the nature of the Event.

VI. INSURANCE REQUIREMENTS

6.1 Prior to the commencement of any work under this LICENSE, LICENSEE shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City of San Antonio, Attn: Booking and Services Coordinator, Carver Community Cultural Center, which shall be clearly labeled *"insert name of project/contract"* in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and 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 LICENSE until such certificate and endorsements have been received and approved by the City's Department of Community Initiatives. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

6.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this LICENSE 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 LICENSE. In no instance will City allow modification whereupon City may incur increased risk.

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

TYPE	AMOUNTS
1. 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	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
2. Liquor Liability*	$1,000,000 per occurrence

* if alcohol is sold on premises	

6.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). LICENSEE 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. LICENSEE shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

Carver Community Cultural Center
ATTN: Booking and Services Coordinator
226 North Hackberry
San Antonio, TX 78202-2853

6.5 LICENSEE 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 an additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

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

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

6.7 In addition to any other remedies City may have upon LICENSEE's failure to provide

and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order LICENSEE to stop work hereunder, and/or withhold any payment(s) which become due, to LICENSEE hereunder until LICENSEE demonstrates compliance with the requirements hereof.

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

6.9 It is agreed that LICENSEE'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 LICENSE.

6.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this LICENSE.

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

VII. INDEMNITY

7.1 **LICENSEE AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION**:

LICENSEE 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 LICENSEE'S activities under this LICENSE, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant or subcontractor of LICENSEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this LICENSE. 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 LICENSEE AND 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.

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.

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

7.2 **Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by LICENSEE in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. LICENSEE 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 LICENSEE fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and LICENSEE 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.**

7.3 **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of LICENSEE, 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 LICENSEE or any subcontractor under worker's compensation or other employee benefit acts.**

VIII. COPYRIGHT INDEMNIFICATION

8.1 **LICENSEE AGREES TO ASSUME FULL RESPONSIBILITY FOR COMPLYING WITH THE FEDERAL COPYRIGHT LAW OF 1978 (17 U.S.C. 101, ET SEQ, as amended,) AND ANY REGULATIONS ISSUED THEREAFTER INCLUDING, BUT NOT LIMITED TO, THE ASSUMPTION OF ANY AND ALL RESPONSIBILITIES FOR PAYING ROYALTIES WHICH ARE DUE FOR THE USE OF COPYRIGHTED WORKS IN LICENSEE'S PERFORMANCES OR EXHIBITIONS TO THE COPYRIGHT OWNER, OR REPRESENTATIVES OF SAID COPYRIGHT OWNER, AND LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES AND AGENTS, FOR ANY CLAIMS, LOSSES, EXPENSES OR DAMAGES GROWING OUT OF LICENSEE'S INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND/OR REGULATIONS.**

IX. LICENSEE PROPERTY

9.1 REMOVAL OF INSTALLATIONS. In the event platform, stagings or other structures are erected by LICENSEE or any of the exhibitors in any portion of the LICENSED PREMISES, the expense of such erection and removal shall be paid for by LICENSEE. and shall be subject to the terms and conditions of Section 9.2.

9.2 PROPERTY OF LICENSEE. All property of LICENSEE shall be removed from the LICENSED PREMISES prior to or upon expiration of the Term hereof. In the event that the property is not removed by the expiration of the Term, CITY is hereby authorized to remove all personal property of any and all kinds and description which may then be situated at the LICENSED PREMISES and to store, or dispose of, the same at the expense of LICENSEE. CITY shall not be liable for any damages to or loss of such personal property which may be sustained due to such removal or resulting from the place to which it may be removed. CITY is hereby expressly released from any and all claims for any damages of whatever kind or nature.

9.3 LICENSEE assumes all risk of damage to its property and/or the loss by theft or otherwise of any property of the LICENSEE, its employees, and/or its exhibitors, and no claim shall be made upon CITY for any such loss unless same is due to (i) the sole negligence of CITY or (ii) an intentional or willful tort committed by CITY as determined by a court of law. LICENSEE understands and agrees that the security that CITY engages is for the sole purpose of maintaining peace and order at the Carver and that said security is not responsible for protecting LICENSEE from theft or loss of its property or the property of its employees and/or its exhibitors. Therfore, if the LICENSEE wishes to protect its personal property and finds it necessary, LICENSEE may arrange for added security during the term of this LICENSE to protect property brought onto the grounds of the LICENSED PREMISES by LICENSEE, its employees, and/or its purveyors.

X. CITY PROPERTY; DAMAGES AND RESTRICTIONS

10.1 CONTROL OF BUILDING. In furnishing the LICENSED PREMISES, CITY reserves the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of said premises. CITY likewise reserves the right, through its DIRECTOR, his or her designee, CITY'S Police Officers or any other security personnel hired for that purpose, to eject any objectionable persons from the Carver, and upon the exercise of this authority, LICENSEE hereby waives any right and all claims for damages against CITY, or any of its agents, officials, or employees.

10.2 LICENSEE is responsible for the proper storage, collection and prompt return of CITY loaned devices to the CITY at the end of the Event and will be charged for any damage, loss or theft of devices, systems or associated equipment.

10.3 ALTERATIONS AND DAMAGES. LICENSEE will not cause or permit any nails or any other things to be driven into any portion of the Carver, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the LICENSED PREMISES or furnishing or the equipment thereof, nor do or permit to be done anything

which will damage or change the finish or appearance of the Carver or the furnishings thereof. Tape or other adhesive materials may not be applied to walls or other surfaces of the LICENSED PREMISES without the prior approval of DIRECTOR or his/her designee. All products or balloons that could rise to the ceiling because of the product's physical properties are prohibited along with decorations or items that create a substantial risk of damage or excessive litter. If the LICENSED PREMISES, or any portion of said building, during the term of this LICENSE shall be damaged by the act, default or negligence of LICENSEE, or of LICENSEE'S agent, employees, patrons, guests, or any person admitted to the LICENSED PREMISES by LICENSEE, LICENSEE will pay CITY, upon demand, such sum as shall be necessary to restore the LICENSED PREMISES to its present condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the LICENSED PREMISES, or to any portion of said building with the consent of LICENSEE'S employees or any person acting for or on behalf of LICENSEE. DIRECTOR or his/her designee, in his or her sole discretion shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of LICENSE, LICENSEE is to be held responsible.

10.4 LICENSEE hereby agrees that no activity, performance, exhibition or entertainment (attraction) shall be given or held or take place in the LICENSED PREMISES herein described which is potentially dangerous to the public or which is illegal, indecent, obscene, lewd, or immoral, and should any exhibition or performance or any part thereof be deemed by DIRECTOR to be dangerous, illegal, indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities, then said DIRECTOR shall have the right to demand of LICENSEE that LICENSEE immediately, upon receipt of such notice, make appropriate modifications.

10.5 RESERVED RIGHTS RELATED TO CONCESSIONS AND NOVELTIES. CITY reserves the sole and exclusive right to sell or serve on, in or about the LICENSED PREMISES any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, or CITY may grant all concession rights to any party or parties designated by CITY, and NO FOOD OR BEVERAGE, WITH OR WITHOUT CHARGE, SAMPLES OR OTHERWISE, MAY BE SERVED OR DISTRIBUTED BY LICENSEE WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. FURTHER, LICENSEE WILL NOT ALLOW ANY ATTENDEE TO BRING INTO THE LICENSED PREMISES ANY FOOD OR BEVERAGE.

10.6 TICKETS. The CITY has a contractual obligation to utilize Tickemaster for the sale of tickets related to Events at the Carver. If tickets are sold for the Event, then LICENSEE shall use Ticketmaster for such arrangements. LICENSEE shall not sell tickets through another professional agency, person or over the internet.

10.7 SEATING CAPACITY. In no event shall attendance at a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated capacity for the LICENSED PREMISES or the Carver as determined by the City's Fire Marshall.

10.8 AISLES AND ALL ACCESS CLEAR. LICENSEE will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits, or passageways and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, elevators, or access to public utilities of the Carver shall be obstructed by LICENSEE or used for any purpose other than for Ingress and Egress to and from the LICENSED PREMISES.

XI. CANCELLATION BY CITY; IMPOSSIBILITY OF PEFORMANCE

11.1 Violation by LICENSEE of any covenant, agreement or condition contained herein shall be cause for termination hereof by CITY. In such a case, LICENSEE shall, upon written notice from CITY, have ten days or until the Term of this LICENSE commences, whichever is less, to cure the violation or this LICENSE may be terminated by CITY. If the violation occurs during the term of this LICENSE, LICENSEE must cure the violation immediately or this LICENSE may be terminated by CITY. Should this LICENSE be terminated by CITY pursuant to this Section, LICENSEE forfeits any payment already made and is entitled to a refund only if the canceled space is re-booked to another party. In addition, CITY may likewise terminate this LICENSE if LICENSEE should, prior to the date of occupancy thereunder, violate any covenant, agreement, or condition in any other agreement which the LICENSEE might have for use of the Carver or should a court having jurisdiction over LICENSEE take its assets pursuant to proceedings under the provisions of any federal or state reorganization code or act. Written notice of such cancellation will be given to LICENSEE by DIRECTOR or his/her designee. LICENSEE waives any and all claims for damages against CITY resulting from such cancellation.

11.2 IMPOSSIBILITY OF PERFORMANCE. If the (a) Carver or any portion thereof should be destroyed or damaged by fire or other calamity so as to prevent the use of the LICENSED PREMISES for the purposes and during the periods specified in this LICENSE, or (b) if the use of the LICENSED PREMISES by LICENSEE shall be prevented by an act of God, strike, lockout, material or labor shortage, restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of CITY, then this LICENSE shall terminate. CITY shall not be liable or responsible to LICENSEE for any damages caused thereby and LICENSEE hereby waives any claim against CITY for damages by reason of such termination, except that any unearned portion of the rent due thereunder shall abate, or, if previously paid, shall be refunded by CITY to LICENSEE.

XII. MISCELLANEOUS

12.1 LICENSEE'S REPRESENTATIVE. A representative of LICENSEE approved by Director or his or her designee shall remain on the LICENSED PREMISES during the term hereof and until performers and the public have left the premises.

12.2 RELEASE OF SPACE. Should LICENSEE release all or any portion of the LICENSED PREMISES described herein, LICENSEE will forfeit all payment made on the released space, unless the released space is re-booked to another party. LICENSEE understands that CITY is under no obligation to re-book the LICENSED PREMISES for the account of LICENSEE.

12.3 RELOCATION. CITY reserves the right to relocate LICENSEE to an alternate space within the Carver which is suitable for the use of LICENSEE should such relocation become necessary. In the event of such relocation, this LICENSE shall continue in full force and effect with the new location substituted for the old location. CITY shall use its best efforts to avoid any unnecessary inconvenience to LICENSEE.

12.4 COMPLIANCE WITH LAW. LICENSEE shall not do, nor suffer to be done, anything on the LICENSED PREMISES, during the term of this LICENSE, in violation of the laws of the United States, the State of Texas, or any of the ordinances of CITY applicable to persons operating a temporary or transient business for selling and delivering goods, wares or merchandise in CITY, and issued through the office of the City Treasurer. Further, LICENSEE shall obey all rules and regulations of CITY for the government and management of the Carver, together with all rules and requirements of the police and fire departments of CITY, including but not limited to the Facilities Use Policies and Fees for the Carver which are attached hereto and incorporated herein for all purposes as Exhibit I. LICENSEE agrees that every employee, agent or invitee connected with the purpose for which the premises are licensed shall abide by, conform to and comply with all and any such rules, laws, and ordinances. If the attention of said LICENSEE is called to such violations, LICENSEE will immediately desist from and correct such violations.

12.5 TAX. If actual sales are made on the LICENSED PREMISES, LICENSEE must inform each seller of the applicable sales tax. This rate is subject to change and LICENSEE must check with the Local State Comptroller's Office (1(800) 252-8880) prior to the term of this LICENSE to ascertain the current rate. Additionally, LICENSEE is responsible for ensuring that each seller possesses a sales permit number prior to the start of the term of this LICENSE.

12.6 VENUE. This LICENSE will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this LICENSE shall be in Bexar County, Texas. This LICENSE is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

12.7 ATTORNEY'S FEES. If CITY is required to file suit to collect any amount owed it under this LICENSE for LICENSEE'S use of the LICENSED PREMISES, CITY shall be entitled to collect reasonable attorney's fees.

12.8 NON-DISCRIMINATION. LICENSEE 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.

12.9 CITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the LICENSED PREMISES. LICENSEE agrees to hold CITY harmless for dispensing of said articles not claimed within 24 hours after the end of the Event.

12.10 NON-WAIVER. No waiver by CITY of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

12.11 SEVERABILITY. In case any one or more of the provisions contained in this LICENSE shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this LICENSE shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.12 NOTICES. Any notices required or appropriate under this LICENSE shall be given in writing to LICENSEE at the address shown below, and to City, c/o Carver Community Cultural Center, 226 N. Hackberry, San Antonio, TX 78202-2853.

12.13 HEADINGS. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this LICENSE.

12.14 PERSONAL LICENSE. This LICENSE is personal to LICENSEE. It is nonassignable and any attempt to assign this LICENSE will terminate all rights and privileges herein granted.

12.15 ENTIRE AGREEMENT. This LICENSE contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this LICENSE, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written or contained in The Carver Community Cultural Center Facilities Use Policies and Fees, which are attached hereto and incorporated herein as Attachment I for all purposes.

12.16 RECYCLING. The CITY encourages recycling and promotes a program towards that effort. LICENSEE is therefore encouraged to utilize the CITY's recycling services and receptacles to recycle office paper, aluminum cans, plastic, glass, cardboard, polyurethane foam, scrap metal, and pallets.

12.17 AUTHORITY. The signer of this LICENSE for LICENSEE hereby represents that he or she has full authority to execute this LICENSE on behalf of LICENSEE.

CITY OF SAN ANTONIO
BY: _____
Director, _____
Or Designee

LICENSEE
BY: _____

Authorized Agent

Address:

_____
_____
_____

EXECUTED THIS DAY: _____

EXECUTED THIS DAY: _____

Attachment I – Facilities Use Policies and Fees

CARVER COMMUNITY CULTURAL CENTER
FEE TABLE

DESCRIPTION	CHARGE	QUANTITY	CHARGE TO LICENSEE
LICENSE (IN ACCORDANCE WITH BUSINESS CLASSIFICATIONS BELOW)			
Class I - Non-Profit Organization (*Non-Profit Organization* is defined as an organization that is not intending to make a financial or monetary gain from the use of capital in a transaction or series of transactions. Examples: Includes IRS 501(c) 3 organization, Social, Civic, Neighborhood Association, government or Church sponsored events.)	Jo Long - $150 for the 1st 4 hrs., $100 for subsequent 4 hrs. Little Carver - $75 for the 1st 4 hrs., $50 for subsequent 4 hrs.		
Class II - Non-Profit Organization that is charging for admission, collecting donations, or conducting other fundraising as part of the event.	Jo Long - $300 for the 1st 4 hrs., $200 for subsequent 4 hrs. Little Carver $150 for the 1st 4 hrs., $100 for subsequent 4 hrs.		
Class III - Profit-Making Organization or Individual (Profit Organization is defined as benefiting, advancing, making a financial or monetary gain from the use of capital in a transaction or series of transaction)	Jo Long - $300 for the 1st 4 hrs., $200 for subsequent 4 hrs. Little Carver-$150 for the 1st 4 hrs., $100 for subsequent 4 hrs.		
Class IV - City of San Antonio Depts. Sponsored Events Mon. through Fri. – 7:45 a.m. to 4:30 p.m. excluding Holidays (Requires the signature of the Director of the City Department.)	No Charge		
LICENSE FEE FOR HOLDOVER OR LATE BOOKING			
Fee for events beyond 12:00 midnight (must be approved by The Director of Managing City Department for Carver or representative.)	$50 per half hour		
Fee for events vacating venue after their contract agreement time frame (1-60 minutes and every hour there after)	$100		
REHEARSAL			
1st rehearsal day Mon – Fri during the hours of 7:45 a.m. to 4:30 p.m.	No charge		
One rehearsal after 4:30 p.m. Mon – Fri or anytime on a weekend day	$50 per 4 hr. period		
Additional rehearsals	License rates will apply for any additional rehearsal dates.		

DESCRIPTION	CHARGE	QUANTITY	CHARGE TO LICENSEE
SECURITY DEPOSIT			
For use of the Jo Long Theatre or the Little Carver Civic Center	$200		
BOX OFFICE			
Fee for staffing the Box Office	$50 per performance		
SECURITY PERSONNEL			
Required – necessary level determined by Carver Staff	Varies Fees Payable to Security Officers		
TECHNICAL FEES (All technical fees are subject to change in accordance with the International Alliance Theatrical Stage Employee regulations.)			
Weekday (Monday – Friday, 7:45 a.m. to 4:30 p.m.)	1st Carver technician - No Charge Additional technicians - $20 per hr. up to 8 hrs., with a minimum charge for 4 hrs.		
Weekends and Holidays	$26 per hr. up to 8 hrs., with a minimum charge for 4 hrs.		
Weekdays, Weekends and Holidays – After 8 hrs. on the same day	After 8 hrs. on the same day and up to 12 hrs. - $26 per hr. After 12 hrs. on the same day - $35 per hr. Between the hrs. of midnight and 6 a.m. - $35 per hr.		
EQUIPMENT (NON-TECHNICAL)			
Marley Dance Floor	$60 per day – off premises rental $60 per Event – use at Carver		
Drum Kit	$100 per day		
Risers	$10 each per day		
Piano (9 ft. K. Kawai) (available only at the Jo Long Theatre)	$75 per day		
Upright piano	$50 per day		
Tables (8 ft. long, 6 ft. long, 8 ft. round)	$0 - up to 3 tables; $10 each – exceeding 3 $10 each - if used to sell concessions or novelties		
LCD Projector	$125 per event - large $50 per event – small		
Microphones	$10 per day		
Follow Spot	$50 each per day		

CUSTODIAL / CLEAN UP			
Jo Long Theatre	$125.00 – dressing rooms $75.00 – no dressing rooms		
Little Carver Civic Center	$100.00 – dressing rooms $50.00 – no dressing rooms		
If Licensee will serve food concessions	Additional $100.00		
INSURANCE			
Tenant User Liability Insurance	Insurance purchased from the City of San Antonio is $100 for 1 – 650 people. This insurance premium is subject to change at the discretion of the City's Risk Manager.		
			TOTAL FEE $ _____

APPROVED:

_____

LICENSEE'S SIGNATURE

CARVER COMMUNITY CULTURAL CENTER
FACILITIES USE POLICIES AND FEES

For purposes of these Facilities Use Policies and Fees, the terms "Carver Community Cultural Center" and "Carver" mean one or both of the buildings located at 226 N, Hackberry and a building located at 226 N. Hackberry, Building No. 6, known as the Little Carver Civic Center.

I. GENERAL

1. The Director of the Managing City Department or his/her representative shall have the option to refuse to enter into a License with anyone who, under prior license agreements, had not fulfilled the terms and provisions of such agreements or with anyone for a production that is inconsistent with or counter to the mission of the Carver. The mission statement is to "celebrate the diverse cultures of our world, nation and community, with emphasis on its African American heritage, by providing challenging artistic presentations, community outreach activities and educational programs." The determination as to whether an activity is consistent with the mission of the Carver is at the sole discretion of the City.

2. An individual or organization that rents the Carver ("Licensee") shall comply with all City of San Antonio Ordinances, including but not limited to the Sexually Oriented Business Ordinance and all other local, state, and federal laws.

3. Smoking is prohibited in any Carver building.

4. The Carver Facilities Use Policies are subject to change with the approval of the Director of the Managing City Department.

5. The Director of Convention & Sports Facilities (CSF), or his or her designee may establish fees and charges for production rentals and services not specifically covered in this document when it is determined to be in the best interest of the City.

6. The Director of, CSF, or designee may lower or waive fees and charges for production rentals when it is determined to be in the best interest of the community.

7. Licensee agrees that the presence of Carver staff is mandatory at all times, including, but not limited to, move-ins and move-outs, rehearsals, technical set ups, rigging and the operations of in-house equipment, under the terms of the Short Term License Agreement ("License") and these policies.

_____ **INITIAL**

II. RESERVATIONS and BOOKING

1. The Carver is available for rent daily beginning at 7:00 a.m. and ending 12:00 midnight when space is not being used for City sponsored programs at the Carver.

2. The Carver's Booking and Services Coordinator is responsible for all reservations and contracting of events. Reservations must be made through the Carver at 226 North Hackberry, or by calling 207-7215 Monday through Friday, during regular office hours (7:45 a.m. to 4:30 p.m.), excluding holidays.

3. Reservations are taken on a first come, first served basis, provided an application form has been filed with the Booking and Services Coordinator. However, priority consideration will be given to activities most consistent with the mission statement of the Carver.

4. The Carver will hold a reservation / booking for up to five (5) business days (the "hold period"). All reservations / bookings will be considered tentative until the individual or organization submits an executed License (i.e., the Short Term License Agreement), a copy of Licensee's Certificate of Insurance and any other permits or licenses (e.g., food, beverage, alcohol) and pays applicable fees to the Booking and Services Coordinator. Upon submission of all necessary documents and associated fees, the booking will be considered "confirmed." If, within the five (5) day hold period, another individual or organization submits all necessary documents and associated fees during those five (5) days for the date being held, the hold will terminate.

5. Additionally, individuals and organizations that wish to book the Carver for events or activities (hereinafter collectively referred to as an "Activity" and "Activities," as applicable) shall be subject to the Tier System rules as set forth below.

    a. A proposed Activity shall be classified as a Tier 1* or Tier 2** Activity for the purposes of determining the length of a single booking and the number of bookings that may be made in a six month period.*** The classification of a proposed Activity as either Tier 1 or Tier 2 shall be within the sole discretion of the Carver's Booking and Services Coordinator. The Carver reserves the right to re-classify an Activity following commencement or completion of the Activity if it is later determined that the purpose of the Activity was other than that which was contemplated or represented at the time of the booking.

    b. An individual or organization shall book one or more Tier 1 Activities in accordance with the following rules:
        i. A single booking may not exceed fourteen (14) consecutive days.
        ii. The total number of days booked by an individual or organization shall not exceed twenty-eight (28) days per six month period.***

    c. An individual or organization shall book one or more Tier 2 Activities in accordance with the following rules:
        i. A single booking may not exceed six (6) consecutive days.
        ii. The total number of days booked by an individual or organization shall not exceed six (6) days per six month period.***

    * Tier 1 Activities: "Tier 1 Activities" are defined as those Activities that are most consistent with the Carver's mission as set forth herein. They include, but are not limited to: (i) artistic performances, such as dance, vocal, musical presentations and visual arts; (ii) art instruction; (iii) recitals; (iv) talent shows; and (v) theatrical performances.

    ** Tier 2 Activities: "Tier 2 Activities" are defined as all Activities *other* than those that may be classified as Tier 1 Activities. They include, but are not limited to: (i) dinners; (ii) award ceremonies; (iii) lectures; (iv) trainings; (v) meetings; (vi) fundraisers; and (vii) other community activities.

*** A six month period is that period beginning on October 1st and ending on March 31st or that six month period beginning on April 1st and ending on September 30th during the City of San Antonio's Fiscal Year.

6. If Licensee cancels an Event date within one week of the Event, the City will consider Licensee's request for an alternate date; however, the City reserves the right to deny Licensee's request based upon the availability of the specific Carver venue, the necessary equipment and Carver staff. If the parties are unable to agree upon an alternate date, Licensee shall forfeit any pre-paid license fees.

7. No changes will be made to the Short Term License Agreement within 10 business days of the event commencement date.

_____ **INITIAL**

III. LICENSE FEES AND SECURITY DEPOSIT

1. The license fee is a fee for the use of the Carver. The license fee is non-refundable. Licensee agrees to pay the daily license rates as applicable to its respective **BUSINESS CLASSIFICATION** for use of space at the Carver. See "License" fees category in attached Fee Table for specific fees.

2. The license fee and all other fees associated with Licensee's use of the Carver are due upon execution and submission of the Short Term License Agreement to the City, but by no later than 10 business days of the event commencement date set forth in the license agreement. Any fees due in connection with costs that are unforeseen at the time the license agreement is submitted, or owed pursuant to any provision herein, including any balance owed by Licensee, are due to the City on the final day of Licensee's Event.

3. License fees do not include the cost of special requirements such as house manager, lighting, sound, ushers, ticket seller, ticket takers, box office, stagehands, spotlight operators, permit fees, etc. See "Technician Fees" category in attached Fee Table for specific fees.

4. Rehearsals must be scheduled in advance with the Booking and Services Coordinator. Licensee will receive one free rehearsal day Mon – Fri during the hours of 7:45 a.m. to 4:30 p.m. After 4:30 p.m. Mon – Fri or anytime on a weekend day, one rehearsal will be charged at a rate of $50 per 4 hour period. License rates will apply for any additional rehearsal dates If Licensee requires technicians for rehearsal days, Licensee agrees to pay Technician Fees.

5. A fee of $100 will be charged for exceeding the rental time indicated in the Short Term License Agreement to include load-in and load-out of all materials associated with the event.

6. A standard $200 security deposit is required for the Jo Long Theatre and the Little Carver Civic Center for each use. This deposit is designed to protect both facilities in the event there is any damage to the equipment and/or facility. This deposit will be returned to the Licensee under certain circumstances as described in the License.

_____ **INITIAL**

IV. TICKETS AND FUNDRAISING

1. Licensee may sell tickets on the day of the event at the Carver. Tickets cannot be sold in excess of posted seating capacity (650 for Jo Long Theatre and 150 for the Little Carver). In no event shall attendance to a meeting, dinner, concert, entertainment, exhibition or other

event be in excess of the designated area capacity as determined by the City's Fire Marshall. Licensee agrees to pay any fee that might be assessed by the Fire Department as a result of violating this provision.

2. Licensee is responsible for the charge of an additional $1 theatre preservation fee on every ticket sold to an Event.

3. In order for Carver staff to sell tickets on behalf of Licensee on the day of the performance, a box office fee of $50 for each performance is required.

4. Licensee is required to provide at least two of its own ushers to monitor admittance. Licensee is encouraged to use reserved seating when tickets are sold to the public.

5. If Licensee plans to approach local businesses, corporations or foundations to obtain support for its event, Licensee agrees to comply with the following guidelines in connection with advertising, ticket selling and fundraising:

   • Clearly state that Licensee is holding a community event at the Carver.
   • State that this event is not part of the Carver's regular season and is not sponsored by the Carver, Carver Development Board or the City of San Antonio.
   • Specify that support for the event will underwrite Licensee's production, not the Carver.
   • Licensee agrees that any and all advertising for Licensee's event, both in print and in electronic media, shall contain the following disclaimer: "***This production is not a presentation of the Carver Community Cultural Center or the Carver Development Board.***"
   • Licensee agrees that any and all advertising for Licensee's event, both in print and in electronic media, shall contain the following notice: "***Tickets are available through Ticketmaster, Ticketmaster.com, the Alamodome and at the Carver Community Cultural Center Box Office.***"

6. Licensee agrees that the City may terminate the License and cancel Licensee's Event if Licensee fails to comply with the guidelines related advertising, ticket selling and fundraising.

_____ **INITIAL**

V. USE OF FOOD AND CONCESSIONS

1. The City _____will / _____ will not provide concessions. _____ **INITIAL**

2. Licensee _____is / _____ is not authorized to provide food or beverages available to the public. _____ **INITIAL**

3. If Licensee is providing food or beverages to the public, Licensee agrees to secure a temporary food permit by calling the City's Food Sanitation Division at 207-8853 at least one week prior to event date. If Licensee is providing alcoholic beverages to the public, Licensee agrees to secure a license from the Texas Alcoholic Beverage Commission (TABC) at least one week prior to event date. Licensee agrees to provide a copy of said permit or license to the Booking and Services Coordinator at least one week prior to the event. Licensee agrees to utilize only sellers/server who are certified by the TABC. The City reserves the right to prohibit the provision of food, non-alcoholic or alcoholic beverages if

Licensee fails to provide evidence that Licensee has secured the necessary permit or license to the City prior to the event.

4. If Licensee provides food or beverages, Licensee agrees to provide its own ushers to monitor use of food or beverages in the theatre and agrees only to set up food service in the lobby or approved areas of theatre.

5. The Licensee agrees to rent the number of tables necessary for concessions or other use at a fee of $10.00 per table per event. Licensee must provide coverings for all tables used. See "Equipment" fees category in attached Fee Table for specific fees.

6. Licensee will be assessed an additional cleaning fee when Licensee provides food in the building. See "Custodial / Cleanup" fees category in attached Fee Table for specific fees. Notwithstanding the assessment of custodial / cleanup fees, Licensee agrees to remove trash, including, but not limited to, disposable paper products and food from the premises, lawn and adjacent areas, including neighbor's yards before leaving the Carver and parking lot.

_____ **INITIAL**

VI. SECURITY AND ADULT SUPERVISION

1. In accordance with Section 5.3 of the Short Term License Agreement, the City requires that adequate security be present as required per Licensee's Event. Licensee shall make security arrangements and pay for the provision of adequate security that may be necessary during the Term. All payments must be made directly to the security company hired to work the event. Security payments should not be made to the City of San Antonio or the Carver Community Cultural Center. The City shall determine, within its sole and absolute discretion, the number of security personnel that may be necessary for Licensee's Event depending on the anticipated number of attendees and invited guests and the nature of the Event.

2. Licensee agrees to provide adequate adult supervision for all activities involving minors. Adequate adult supervision is defined as a ratio of at least one adult for every 25 minors.

_____ **INITIAL**

VII. STORAGE OF PROPERTY

1. Equipment and accessories owned by the Licensee may be kept at the Carver from the time that Licensee loads it in (i.e., time of Ingress) to the expiration of the Term. The City of San Antonio is not liable and the Licensee releases the City from liability for theft, loss or destruction associated with such items.

2. Licensee's property left at the Carver beyond the expiration of the term of the License will be disposed of in accordance with the terms of the License unless special arrangements are made with Carver management for temporary storage pending pick up.

_____**INITIAL**

VIII. INSURANCE

In accordance with Article VI of the Short Term License Agreement, Licensee agrees that, within 30 days prior to the commencement date of the License, Licensee shall provide evidence that Licensee has named the City of San Antonio as an additional insured on its own General Commercial Liability insurance or Licensee has purchased insurance from the City. Insurance can be purchased from the City of San Antonio payable thirty (30) days prior to the commencement date of the License for $100 for 1-650 people. The insurance premium is subject to change at the discretion of the City's Risk Manager.

_____ **INITIAL**

IX. TECHNICIAN FEES

1. Licensee's use of technical equipment is subject to availability. Technical equipment shall be operated by Carver staff and includes light control board, follow spots, sound control and effects boards, the fly systems, moving curtains and replay system equipment. Licensee agrees to pay a maintenance fee of $10 for the use of microphones and $50 per follow spot utilized.

2. Licensee agrees to pay for the services of technicians in accordance with the "Technician Fees" category in the attached Fee Table which includes labor required to set-up, operate and strike depending on the number of technicians needed and the time during which they are needed.

3. One Carver technician is available during weekdays, Monday – Friday, 7:45 a.m. to 4:30 p.m., at no charge to Licensee. Licensee is responsible for arranging for the services of additional technicians during working hours and for nights, weekends, and holidays by contacting the Carver staff at (210) 207-2250.

_____ **INITIAL**

X. EQUIPMENT

1. Licensee may request the use of available (non-technical) equipment for its Event upon payment of applicable fees. See "Equipment" fee category in attached Fee Table for specific fees. The Carver staff shall demonstrate that the equipment is operable before releasing to Licensee and will require LICENSEE to demonstrate that it is operable after Licensee's use. Licensee shall comply with the policy and checkout procedures regarding use of any especially sensitive or exceptional items of equipment as set by Carver personnel.

2. Licensee agrees that equipment shall not be removed from the premises, unless Licensee is renting the Marley Dance Floor for use off premises.

_____ **INITIAL**

XI. CUSTODIAL / CLEAN UP

Custodial services are available during normal business hours, Monday – Friday, 7:45 a.m. to 4:30 p.m. at no charge to LICENSEE. In the event that custodial services are required due to the serving of food or beverages or after business hours, Licensee agrees to pay applicable custodial / clean up fees. See "Custodial / Clean Up" category in attached Fee Table for specific fees.

_____ **INITIAL**

CARVER ORGANIZATIONAL SUPPORT 2014
October 1, 2013 - September 30, 2014

Revenues		
Internal Order 280000000005		**Budget**
4502220	Contr Priv Restrict	51,000
6101100	Interfund Transfers In - Hotel/Motel Tax	327,627
6101100	Interfund Transfers In Trust Fund	93,975
	Total Revenues	**472,602**
Appropriations		
Organizational Support 2014		
5101010	Regular Salaries	289,087
5101020	Overtime Salaries	0
5101040	Shift Differential	0
5101050	Language Skill Pay	600
5101090	Holiday Hourly Sal	0
5103005	FICA & Medicare Expense	21,006
5103010	Life Insurance	258
5103035	Personal Leave Buy Back	0
5104030	Flex Benefits Contr	45,346
5105010	Retirement Exp	27,221
5181035	Pay Plan	900
5201040	Fees to Prof Contr.	51,000
5203090	Transportation Fees	0
5501000	Cap<5000 - Comp Equ.	4,000
5501065	Cap<5000 - Furn & Fix	2,808
5709080	M&E Auto (Budget Only)	30,376
	GRANT EXP	**472,602**

CARVER CULTURAL CENTER
ORGANIZATIONAL SUPPORT 2014
October 1, 2013 - September 30, 2014
Personnel Complement

Organizational Support 2014

Positions	Current No. of Positions	Add/Delete	Revised No. of Positions
80-0040-ADMINISTRATIVE ASSISTANT I	1	0	1
80-0041-ADMINISTRATIVE ASSISTANT II	1	0	1
80-0078-BOOKING & SERVICES COORDINATOR	1	0	1
80-0655-AUDIO/VIDEO PRODUCTION COORDINATOR	1	0	1
80-0844-GRANTS MANAGEMENT OFFICER	1	0	1
80-2092-EDUCATION COORDINATOR	1	0	1
80-0077-EVENT SVCS COORDINATOR (part-time)	1	0	1
Organizational Support 2014	**7**	**0**	**7**

Confirmation of Fiscal Year 2014 Funding Agreement

(Avenida Guadalupe Association)

This Agreement is entered into between Landlord and Tenant as of the later of the two signatures at the end.

1. Identifying Information.

Authorizing Ordinance:	This will be the FY 2014 Budget Ordinance
Landlord:	City of San Antonio
Landlord's Address:	PO Box 839966, San Antonio, Texas 78283-3966 (Attention: Real Estate Manager, Building and Equipment Services)
Tenant:	Avenida Guadalupe Association
Tenant's Address:	1313 Guadalupe Street, Suite 100, San Antonio, Texas 78207
Lease:	Lease of office, retail, and residential buildings on the North and South sides of Guadalupe Avenue and the South side of El Paso Avenue, West of Brazos and East of San Jacinto.
Ordinance Authorizing Lease:	2009-09-10-0712

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include both the original Lease and all previous amendments to it.

3. Funding for Fiscal 2014.

Pursuant to City Council action on September 13, 2012, the City of San Antonio Budget was approved for the Fiscal Year ending September 30, 2014 that provided funding in the amount of $142,000.00 (FY 14 Funding) to be distributed to the Tenant in accordance with Paragraph 27, Tenant Funding by Landlord. Tenant agrees that any request for receipt of the FY 14 Funding will be in accordance with the terms and conditions of the Lease. Tenant further agrees that the FY 14 Funding is being provided with no obligation upon the City to provide funding in future years, and any decision to provide funding for future fiscal years shall be completely at the discretion of the City Council.

3. No Default.

Neither Landlord nor Tenant is in default under the Lease and neither party is aware of a cause of action against the other arising out of or relating to the period before the date of Landlord's signature on this amendment.

4. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands.

City of San Antonio, a Texas municipal corporation

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Avenida Guadalupe Association, a Texas nonprofit corporation

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Approved as to Form:

_____
City Attorney

STATE OF TEXAS	§	**AGREEMENT TO USE ECONOMIC**
	§	**DEVELOPMENT PROGRAM FUNDS**
COUNTY OF BEXAR	§	**OF THE CITY OF SAN ANTONIO**

This Agreement to Use Economic Development Program Funds of the City of San Antonio (the "Agreement") is entered into by and between BIOMED SA, (hereinafter referred to as "GRANTEE"), a not-for-profit corporation which is a tax-exempt organization as described in Section 501(c)(6) of the Internal Revenue Code, and the CITY OF SAN ANTONIO, a home-rule municipality, situated within Bexar County, Texas (hereinafter called "CITY"), acting by and through its City Manager or designee, pursuant to Ordinance No. 20133-09-_____ passed and approved on September ____, 2013 (collectively, the "Parties") and pursuant to Article III, Section 52(a), of the Texas Constitution and Chapter 380.002 of the Texas Local Government Code.

RECITALS

WHEREAS, the healthcare and bioscience industry is among the largest industries in San Antonio and industry analysts have forecast substantial economic returns from medical and biotechnological innovations; and

WHEREAS, in recognition of the economic opportunities afforded by the industry, the Economic Development Council of the Greater San Antonio Chamber of Commerce established BIOMED SA ("GRANTEE") to facilitate the industry's growth in the region and to heighten awareness in the industry of the unique assets present within San Antonio; and

WHEREAS, GRANTEE, by accomplishing the aforementioned goals, reduces the burdens of CITY by undertaking such activities that would otherwise be undertaken by CITY; and

WHEREAS, GRANTEE has requested that the City contribute $100,000.00 to the organization and has made similar requests to Bexar County, CPS Energy, and private entities for its continued operation; and

WHEREAS, CITY created an Economic Development Program, which includes the granting and loaning of public funds, as authorized under Texas Local Government Code §380.001 for the public purposes of developing and diversifying the economy, increasing employment and expanding commerce and has determined that the efforts of GRANTEE significantly accomplish such a public purpose; **NOW THEREFORE,** the Parties agree as follows:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions of a transfer and grant of public money from CITY to GRANTEE to be used to lessen the burdens of the CITY by assuming in part its obligations to develop and diversify the San Antonio regional economy and the Texas economy, through the operations of GRANTEE.

1.02 GRANTEE understands and agrees that this Agreement is subject to mutual termination in compliance with Article XIII of this Agreement. Either Party shall have the option of terminating this Agreement by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent. If either Party exercises the option of terminating this Agreement, then any and all unused funds either allocated and in possession of GRANTEE or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to GRANTEE under the terms of this Agreement; or (2) retain any and all funds allocated but not distributed to GRANTEE.

1.03 GRANTEE understands and agrees that the goals and performance measures in this Agreement may be revised and updated by and at the discretion of the Director of the Economic Development Department of the City of San Antonio ("EDD Director") to further the intent of this Agreement. Therefore, GRANTEE agrees that, at such time as any revisions are so made during the Term hereof, this Agreement will be amended to include such revisions. In the event GRANTEE does not agree to any changes, GRANTEE shall have the option of terminating this Agreement by giving thirty (30) days written notice to CITY in compliance with Article XVIII *Termination* of this Agreement. GRANTEE shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.

1.04 GRANTEE understands and agrees that this Agreement is subject to a general reduction in funding by the City Council of CITY. Should CITY implement a reduction in General Fund expenditures, then agreements funded by CITY's General Fund, including this Agreement, may, at CITY's option, be reduced in a like manner. CITY will attempt to provide GRANTEE with as much advance notice of a potential funding reduction as is possible to allow GRANTEE to make budget adjustments.

1.05 In no event shall CITY be liable for any expense of GRANTEE not eligible or allowable hereunder. CITY, in its sole discretion, will determine the eligibility of expenditures.

1.06 GRANTEE covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that GRANTEE 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 respondeat superior shall not apply as between City and GRANTEE, 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 ventures between City and GRANTEE. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the GRANTEE under this Agreement and that the GRANTEE has no authority to bind the City.

ARTICLE II. TERM, AUTHORITY, LITIGATION AND ACCOUNT

2.01 The Term of this Agreement shall be for one year, performable upon execution of the Agreement, effective October 1, 2013 through September 30, 2013.

2.02 The City Manager designates the EDD Director or his designee of CITY as administrator of this Agreement. The City Manager may designate a new administrative entity by giving GRANTEE notice thereof, pursuant to Article XIX. GRANTEE shall report directly to the EDD Director or his designee. Director shall modify the goals and performance measures of this Agreement as necessary to further the intent of the Agreement.

2.03 Pursuant to Ordinance No. 2013-09-_____, passed and approved on September ____, 2013, CITY agrees to transfer, in accordance with the terms and conditions of this Agreement, a cumulative total of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) to GRANTEE throughout the Term of this Agreement. These funds shall be deposited in an account separate from all other GRANTEE funds and shall not be commingled with any other account of GRANTEE. Together with any and all interest earned subsequent to these deposits and/or investment income and/or any other source of revenue from these funds, the funds, for the purposes of this Agreement, shall be known as the "GRANT." The GRANT shall be used by GRANTEE only for the funding and partial funding of GRANTEE's operating expenses, including salaries.

2.04 Under no circumstances will the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding, including proceedings against the CITY. Furthermore, GRANTEE must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any adversarial proceeding against any other governmental entity or any other public entity.

2.05 During the Term of this AGREEMENT, if GRANTEE files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate. GRANTEE, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remain unresolved.

2.06 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the GRANTEE in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

ARTICLE III. CONSIDERATION AND SCOPE OF SERVICES

3.01 GRANTEE shall utilize up to one hundred thousand dollars ($100,000.00) for the funding or partial funding of GRANTEE's operating expenses, including salaries. These funds shall be advanced and distributed to GRANTEE in two separate amounts, the first in the amount of fifty thousand dollars ($50,000.00) to be distributed soon after the effective date of a duly-passed Ordinance by the City Council of the City of San Antonio authorizing the execution of this Agreement, and following the execution of this Agreement. The second distribution of fifty thousand dollars ($50,000.00) shall be made upon verification, through financial reports from

GRANTEE, of matching funds from public or private sources other than CITY. In consideration of funds received, the GRANTEE must fulfill the following requirements:

A. GRANTEE shall provide CITY's EDD Director with proper documentation verifying receipt of Fiscal Year 2013's funding commitments from sources other than CITY.

B. GRANTEE shall provide quarterly updates on its activities to the CITY's EDD Director and, upon request, to the City Council of CITY, its boards, committees and/or commissions.

C. GRANTEE shall provide CITY's EDD Director semi-annual budget reports outlining cumulative contributions and expenditures (to include all sources of funding).

D. GRANTEE shall submit all required and requested documents to CITY's EDD Director for proper review of GRANTEE's expenditures and activities associated with this Agreement.

E. GRANTEE shall include recognition of the CITY's contribution to GRANTEE in all of GRANTEE's promotional materials, products and publications.

F. GRANTEE shall provide CITY's EDD Director with all marketing materials and literature showing evidence that the CITY's contribution to GRANTEE is recognized in compliance with the provisions of this Agreement.

3.02 GRANTEE shall collaborate with the City, SAEDF and other community economic development partners in focusing on the achievement of the following goals during the Term of this Agreement:

A. GRANTEE shall serve as a 'sector expert' resource for local economic developers (including the CITY's Economic Development Department) in developing strategies to sustain and grow San Antonio's biomedical industry.

B. GRANTEE shall work with local industry leaders to identify San Antonio's competitive strengths and organize industry leadership to identify and execute key strategic activities towards the advancement of these strengths.

C. GRANTEE shall coordinate with SA2020 towards progress of the SA2020 Vision Goals in the cause area of Economic Competitiveness.

D. GRANTEE shall work with the San Antonio Economic Development Foundation toward implementation of the Forward San Antonio Strategic Plan.

E. GRANTEE shall assist in helping to secure biomedical and healthcare industry prospects, jobs, and investment to locate, expand or initiate start-up operations in San Antonio as described in Table 1: Economic Development Metrics. Prospects are defined as a company which has a current site selection process underway, has San Antonio on a list of sites to consider and has the means (the resources/funding) to carry the project to a conclusion.

Table 1. Economic Development Metrics

BioMed SA Action Plan, FY 2014 Goals	
New Qualified Prospects	3
Recruitment/Expansion	2
New Jobs Created	15
BioMed Conference / Marketing Event	1
International Trade & Investment Missions	1

F. GRANTEE shall work in conjunction with partners such as The Texas Technology Development Center (T3DC) and the San Antonio Economic Development Corporation (SAEDC) towards the cultivation of public/private funds focused on catalytic growth capital in support of San Antonio's innovation ecosystem.

G. GRANTEE shall use its annual Palmaz Award to raise the visibility of local biomedical innovators and bring national innovators to San Antonio to engage with the community's biomedical sector.

H. GRANTEE shall develop advertising and marketing campaigns to promote San Antonio's biomedical industry and shall participate in strategy development with regard to the "Culture of Business" campaign in coordination with the San Antonio Economic Development Foundation

I. GRANTEE shall support recruitment strategies and tools to attract world-class scientists, physicians and research teams to San Antonio.

J. GRANTEE shall use its relationships with local biomedical firms to organize company visits for the economic development community's business retention and expansion team and facilitate dialogue about business challenges and opportunities.

K. GRANTEE shall work with the Convention and Visitor's Bureau and tourism industry to attract new biomedical and healthcare industry conventions to San Antonio and expose attendees to the CITY's biomedical industry while they are here.

L. GRANTEE shall work with CITY's International Relations Office and Free Trade Alliance to identify opportunities for foreign biomedical companies to locate in San Antonio or to do business with local biomedical organizations.

M. GRANTEE shall work with community partners to help guide industry efforts to create a pipeline of skilled workers for San Antonio's biomedical industry and encourage efforts to expand bioscience educational opportunities.

3.03 GRANTEE's effort and success, as determined solely by CITY's EDD Director, in accomplishing the goals stated above may determine future funding commitments by CITY to GRANTEE.

ARTICLE IV. COMPLIANCE

4.01 CITY's ECONOMIC DEVELOPMENT DEPARTMENT is assigned monitoring responsibility for this Agreement.

A. GRANTEE shall provide CITY's staff, including internal auditors, EEO officers and other persons as designated by CITY, such as independent public accountants and representatives of the federal government, access during regular business hours, as deemed necessary by CITY for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of GRANTEE's books, records and files on the objectives covered by this Agreement.

B. An accounting system using generally-accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory. GRANTEE understands that CITY may require any and all books, records and files of GRANTEE necessary to ensure GRANTEE's compliance and use of generally-accepted governmental accounting principles.

C. All such records shall continue to be available for inspection and audit for a period of three (3) years after the termination date of this Agreement. However, if during the course of this three-year period, an audit or investigation of the GRANTEE begins, then GRANTEE is required to maintain said records until such time as the audit or investigation is completely finished, plus three (3) years thereafter.

D. GRANTEE agrees that during the Term of this Agreement, any duly-authorized representative of CITY's ECONOMIC DEVELOPMENT DEPARTMENT shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this Agreement.

E. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, GRANTEE shall immediately refund such amount to CITY. GRANTEE further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments. The CITY's ECONOMIC DEVELOPMENT DEPARTMENT has the express authority to deduct such claims from subsequent reimbursements.

F. The submission of falsified information or the failure to timely submit all information by GRANTEE as requested by CITY is grounds for termination of this Agreement.

G. GRANTEE agrees to provide CITY with the names and license registration of any and all contracting agency employees regulated by State law whose activities contribute toward, coordinate with, or facilitate the performance of this Agreement.

H. GRANTEE shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent frauds and abuse of funds.

4.02. GRANTEE agrees to establish internal procedures that ensure employees funded or partially-funded by this Agreement have an established complaint and grievance policy.

A. Such grievance policy shall include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.

B. In the event no complaint and grievance policy has been established, GRANTEE shall follow the procedures outlined in the City of San Antonio Municipal Civil Service rules for employees funded or partially-funded by this Agreement.

4.03 GRANTEE agrees to comply with, and require compliance by any and all contractors and professional consultants performing work in connection with any procurement of product, infrastructure or service that will be paid for out of the GRANT, all federal, state and local laws, rules and regulations including, but not limited to, the Fair Labor Standards Act, the Equal Pay Act and the Equal Employment Opportunity Act, all as amended and as applicable.

4.04 GRANTEE understands and agrees that GRANTEE is required to refund money, pursuant to 80(R) HB 1196, that GRANTEE has received from CITY through this Agreement, in the event of GRANTEE's conviction of knowingly employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

4.05 As a condition of entering into this Agreement, GRANTEE represents and warrants that it has complied with, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of CITY's SBEDA Ordinance No. 2010-06-17-0531. As part of such compliance, GRANTEE shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall GRANTEE retaliate against any person for reporting instances of such discrimination. GRANTEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in

CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. GRANTEE shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to CITY contracts.

4.06 Insofar as practical, in carrying out the terms of this Agreement, GRANTEE shall use a good faith effort to use the employment and training programs of CITY.

4.07 GRANTEE will complete and submit CITY's Ethic's Disclosure Form prior to GRANTEE'S receipt of any GRANT funds.

4.08 GRANTEE agrees that CITY may carry out monitoring and evaluation of activities to ensure GRANTEE'S compliance with this Agreement.

ARTICLE V. RECORDS, REPORTS AND AUDIT RIGHTS

5.01 GRANTEE shall maintain, in its San Antonio offices, all books and financial records in accordance with generally-accepted accounting principles for governmental entities and as may be reasonably prescribed by CITY's Chief Financial Officer, which reflect all expenditures made from the GRANT, including work by subcontractors. Such books and financial records, together with any other documentation necessary for verification of GRANTEE'S compliance with the terms of this Agreement, shall be made available to CITY on request through the EDD Director or the City Auditor or their representatives. CITY shall have the authority to audit, examine and make excerpts or transcripts from said books, records and documentation regarding all expenditures related to this Agreement. GRANTEE'S record system shall contain sufficient documentation to provide full support and justification for each expenditure made from GRANT funds. CITY's Auditor or his designee may review and approve GRANTEE'S system of internal accounting and administrative controls at any time during the term of this Agreement to assure compliance by GRANTEE.

5.02 GRANTEE shall submit to CITY's EDD Director, on a **semi-annual** basis, the Consolidated Balance Sheet, Statement of Support and Revenue, Statement of Changes in Financial Position of the GRANTEE and a line item Summary of Expenditures paid from GRANT funds. These reports shall be prepared by the 30th of the month following the end of the reporting quarter. Additionally, GRANTEE agrees to allow CITY to review all books and financial reports of GRANTEE pertaining to the GRANT funds on an **annual** basis.

5.03 GRANTEE shall submit to CITY's EDD Director and CITY Auditor, on an **annual** basis, a financial statement audited by an independent certified public accountant in accordance with generally accepted auditing standards for governmental entities within one hundred and twenty (120) days of GRANTEE'S fiscal year end. The audited financial statement shall include a detailed schedule of receipts and expenditures of GRANT funds by budgeted cost category. It is imperative any auditor performing an audit of GRANTEE read the entire Agreement, including all attachments, if any, between the CITY and GRANTEE, since the budget and financial compliance of the Agreement is only a portion of the total contractual obligation. GRANTEE shall submit the audited financial statements and any management letter prepared by the independent CPA to both the Department of Economic Development, P.O. Box

839966, San Antonio, Texas 78238-3966, and to the Office of the City Auditor, 111 Soledad, Suite 600, San Antonio, Texas, 78205.

5.04 During the term of this Agreement, GRANTEE shall cause to be delivered to CITY's EDD Director copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to CITY in a timely manner to give adequate notice, and shall include an agenda and a brief description of the matters to be discussed. GRANTEE understands and agrees that CITY shall have a representative on the Board of Directors and the Executive Council, as outlined in its Bylaws.

5.05 GRANTEE understands that because the GRANT is of public money, information pertaining to the receipt and expenditure of said funds are subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

ARTICLE VI. INSURANCE

6.01 GRANTEE agrees that upon entering a contract for professional services or infrastructure or capital improvement construction, if any, to be paid for out of the GRANT, GRANTEE, in accordance with this Agreement, shall cause its contractors or subcontractors to provide proof of insurance issued by a company admitted to do business in the State of Texas, and rated VII (A-) or better by A.M. Best Co., in the following types and amounts:

TYPE	AMOUNT
1. Commercial General Liability - to include coverage for the following where the general exposure exists (a) Premises/Operations (b) Independent Contractors (c) Products/Completed Operations (d) Broad Form Property Damage including Fire Legal Liability (e) Contractual Liability	Bodily Injury and Property Damage: $1,000,000, per occurrence; $2,000,000 aggregate or its equivalent in Umbrella or Excess Liability coverage
2. Business Automobile Liability Insurance - to include coverage for: (a) Owned/Leased Automobiles (b) Non-Owned Automobiles (c) Hired Automobiles	Combined Single Limit for Bodily Injury and Property Damage: $1,000,000
3. Builders Risk*	Amount of Contract
4. Commercial Crime	Amount of Contract

*Where Applicable

6.02 GRANTEE agrees that contractor(s) shall not commence any work under its (their) contract(s) until all insurance certificates have been provided to and approved by CITY. Neither GRANTEE, the contractor nor any agent thereof, shall commence any work until all insurance required of the contractor(s) has been obtained, reviewed and approved by CITY. Approval by CITY shall not relieve or decrease the liability of the contractor(s).

6.03 Premiums chargeable for such insurance may come from GRANT funds, and the insurance shall remain in force during the term of the contract, or any extension thereof.

6.04 GRANTEE further agrees that with respect to the above-required insurance, CITY shall:

A. be provided with a Waiver of Subrogation, but only as it pertains to Workers' Compensation and Employer's Liability;

B. be provided with thirty (30) days advance notice in writing of non-renewal, cancellation or material change; and

C. be provided with a Certificate of Insurance(s), evidencing the above-required insurance, prior to the commencement of any work. Said Certificates of Insurance(s) and all notices required herein shall be provided to:

1) Director, Economic Development Department, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

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

Copies of insurance policies shall be kept in GRANTEE'S office and shall be made available for inspection by CITY.

ARTICLE VII. CONSTRUCTION PROVISIONS

It is not anticipated that construction or infrastructure activities will be undertaken. However, to the extent that they are, the following provisions shall apply:

7.01 If infrastructure changes or other construction is to be undertaken with GRANT money, then GRANTEE, or its contractors and subcontractors shall provide payment, performance and subdivision bonds, or such other similar cash equivalent or letter of credit, provided same is approved by the City Attorney and the Chief Financial Officer, that names CITY as Obligee and shall submit proof of same to CITY, before any GRANT-funded infrastructure work commences.

7.02 By subsequent written agreement, GRANTEE, by Board resolution, and CITY, after approval by the City's Director of Public Works and the City Attorney, may agree to hold one or more federally-insured certificates of deposit or U.S. Treasury securities to guarantee

subdivision work. Without further approval or authorization of the City Council, the City Manager of CITY is hereby authorized to execute any such agreement, and CITY and the City Planning Commission may accept such agreement in lieu of the subdivision performance bond normally required. Provided, however, that any agreement reached pursuant to this section must be attached to this Agreement as a separate appendix, and shall be included as part of the official, public records of the City Clerk. Provided further, that any such agreement shall be valid only if CITY retains the securities set aside in lieu of the subdivision bond. In case of default by GRANTEE on subdivision work, it is also provided that first use of the set-aside funds and interest/investment earnings shall be for performance of the subdivision work by CITY in any legal manner as CITY may choose.

7.03 Compliance with the Davis-Bacon and the Copeland Anti-Kickback Acts shall be required, when and if GRANT funds are spent on infrastructure work, as if this infrastructure work were financed in whole or part by loans or grants from the United States.

7.04 GRANTEE shall promptly pay when due all taxes, license fees, permit fees, debts and obligations incurred by GRANTEE in connection with infrastructure activities or capital improvement activities, if any, to the extent that such taxes and fees are not waived by applicable governmental entities or agencies. GRANTEE shall be responsible for its contractors and subcontractors with regard to securing any fees and paying any taxes, debts or obligations incurred by said contractor or subcontractor.

7.05 If infrastructure projects are to be constructed, GRANTEE shall submit all designs including all drawings, plans, specifications and estimated costs for infrastructure development or capital improvements to be paid from GRANT funds before procuring construction of same. CITY'S approval may be withheld if the proposed infrastructure or capital improvement design and construction fail to comply with applicable codes, standards and specifications.

ARTICLE VIII. INDEMNIFICATION

8.01 **GRANTEE 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 GRANTEE'S activities under this Agreement, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, consultant or subcontractor of GRANTEE, 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, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND 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.

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

8.03 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by GRANTEE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. GRANTEE 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 GRANTEE fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and GRANTEE 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.

8.04 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of GRANTEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone 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 GRANTEE or any subcontractor under worker's compensation or other employee benefit acts.

ARTICLE IX. PUBLIC ACKNOWLEDGEMENT AND POLITICAL ACTIVITIES

9.01 Public acknowledgement of CITY's contribution must be made when funds of CITY are utilized and in all cases when GRANTEE chooses to acknowledge other entities for contributions. Such acknowledgement may include CITY's recognized seal or other appropriate language. No reference to any individual shall be used.

9.02 No funds provided from or through CITY shall be contributed to or used for, in whole or in part, the conduct of political activities or the benefit of any candidate for elective public office, partisan or non-partisan, nor shall the personnel involved in the administration of any CITY-funded grant or activity be assigned to work for or on behalf of any partisan or non-partisan political activity or candidate. This Section 9.02, including (A)(1 through 4) and (B)(1 through 3), shall be included in any contract or subcontract of GRANTEE:

A. The following is prohibited:

1) Working, or directing other staff to work, on any political activities on paid time.

2) The use of facilities or equipment, paid for in whole or in part with CITY funds, for political purposes. This includes space, office equipment and supplies, and telephones during agency time as well as after regular-duty hours.

3) The implicit or explicit coercion of staff to work on political activities on their own time.

4) The above statements shall not be construed to prohibit any person from exercising his rights as a citizen to express his opinion and to cast his vote.

B. In order to ensure the above, GRANTEE shall:

1) Provide every staff person with a statement of the above prohibition.

2) Include on that statement 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 policy, to write or call and report the same to the Director of the Economic Development Department, City of San Antonio, P.O. Box 839966, San Antonio, Texas, 78283; 210-207-8080.

3) Have each employee sign the statement and include the same in GRANTEE's personnel files, as appropriate, with copies to CITY.

ARTICLE X. CONFLICT OF INTEREST

10.01 GRANTEE 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 CITY or any CITY agency such as CITY-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to 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.

10.02 Pursuant to Section 10.01 above, GRANTEE 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. GRANTEE further warrants and certifies that is has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

ARTICLE XI. NEPOTISM

11.01 GRANTEE agrees that it shall not award a contract of any nature, which is to be paid for from this GRANT, to any person who is related to a member of GRANTEE'S Board of Directors or staff.

ARTICLE XII. DEFAULT

12.01 If GRANTEE fails or refuses to comply, or fails or refuses to require contractor or subcontractor compliance with the material provisions of this Agreement and/or if at any time CITY learns that a contractor or subcontractor is willfully violating or refusing to observe the material conditions, provisions or stipulations of this Agreement, CITY through its City Manager or her designee may, if such noncompliance continues for thirty (30) days after receipt of written notice, terminate this Agreement and require reimbursement of all GRANT funds. All costs and expenses of finishing applicable projects shall then be the sole responsibility of GRANTEE.

12.02 If GRANTEE fails to comply with the material terms of any other contract or agreement to which CITY is a party, although unrelated to this Agreement, CITY through its City Manager or her designee may, by written notice, direct GRANTEE to comply with the terms of said Agreement. If noncompliance continues beyond thirty (30) days from such notice, the City Manager or designee may, in addition to seeking remedies at law and in equity, require reimbursement of all then-unexpended GRANT funds.

12.03 In the event of termination due to material default by GRANTEE, GRANTEE shall return to CITY, within sixty (60) calendar days of receiving CITY'S written notice of termination, all funds received from CITY under this Agreement.

ARTICLE XIII. ASSIGNMENT

13.01 THIS AGREEMENT IS PERSONAL TO GRANTEE AND FUNDS RECEIVED AS A RESULT HEREOF SHALL ONLY BE USED BY GRANTEE FOR THE PURPOSES STATED HEREIN. GRANTEE SHALL NOT ASSIGN THIS AGREEMENT NOR SUBCONTRACT ANY OR ALL OF THE RIGHTS AND DUTIES HEREUNDER.

13.02 If for any reason GRANTEE loses its tax-exempt status and is no longer a tax-exempt non-profit entity as described in Section 501(c)(3) of the Internal Revenue Code, all assets procured by the GRANT may be transferred, upon the written consent of City, to another qualifying corporation upon City Council approval.

ARTICLE XIV. GOVERNING LAW AND VENUE

14.01 This Agreement shall be performable in Bexar County, Texas and is governed by the laws of the State of Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

ARTICLE XV. LEGAL CONSTRUCTION

15.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XVI. WAIVER

16.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall 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.

16.02 Notwithstanding the above, GRANTEE shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

16.02 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

ARTICLE XVII. RELATIONSHIP OF PARTIES

17.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties hereto.

ARTICLE XVIII. TERMINATION

18.01 The obligations of GRANTEE hereunder shall cease and terminate after audited financial reports document the expenditure of all GRANT funds, except that the obligations of GRANTEE under Article V hereof shall cease and terminate one (1) year after the disbursement of all GRANT funds.

ARTICLE XIX. NOTICES

19.01 Any notice or other communications to be given in connection with this Agreement must be in writing, and may be given by: (a) actual delivery; or (b) certified or registered mail and shall be deemed to have been given and received either: (i) upon actual delivery [if delivered pursuant to subsection (a) above]; or (ii) forty-eight (48) hours after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, addressed as follows:

If to the GRANTEE:
Ann Stevens
President
BioMed SA
602 East Commerce Street
San Antonio, Texas 78205

If to CITY:
Director
Economic Development Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Provided, however, that either Party may at any time change the place of receiving notice following ten (10) days written notice of such change of address to the other Party in accordance with the manner of giving notice described above.

ARTICLE XX. ENTIRE AGREEMENT

20.01 This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

ARTICLE XXI. AMENDMENTS

21.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

ARTICLE XXII. EXECUTION AUTHORITY

22.01 The Parties hereto represent and assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required. The signers of this Agreement represent and assure that they have full legal authority to execute this Agreement and to bind the Party for whom they are signing to all terms, performances and provisions herein contained.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, THIS THE _____ DAY OF _____, 2013.

CITY OF SAN ANTONIO

_____
Pat DiGiovanni
Deputy City Manager

BIOMED SA

_____
Ann Stevens
President

ATTEST:

_____
Leticia Vacek
City Clerk

APPROVED AS TO FORM:

_____
Leslie O. Haby
Assistant City Attorney

City of San Antonio
PROFESSIONAL SERVICES CONTRACT
Build San Antonio Green FY 2014

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager as authorized by City Council on September 12, 2013 pursuant to Ordinance No. 2013-09-12-____ and the Metropolitan Partnership for Energy (MPE), d/b/a Build San Antonio Green, a Texas non-profit corporation, by and through its Chairman, Tommy Adkisson, (hereinafter referred to as "CONSULTANT"), both of which may be collectively referred to as the "Parties".

WHEREAS, the CITY has negotiated with the CONSULTANT to provide consulting services (hereinafter referred to as "the Project"); and

ACCORDINGLY, the parties agree to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

I. TERM

1.1 This CONTRACT shall commence on October 1, 2013, and shall terminate on September 30, 2014 unless earlier termination or extension shall occur pursuant to any provision hereof.

II. CONTRACT PRICING AND BILLING

2.1 The total of all payments and obligations made and incurred by CITY under this CONTRACT, in consideration for CONSULTANT's performance of services under this CONTRACT, shall not exceed the total amount of fifty thousand dollars ($50,000.00).

Unless otherwise provided for in the "Build San Antonio Green™ City of San Antonio Scope of Work Funding Request for FY2014", dated May 1, 2013, attached hereto and incorporated herein as **Attachment A**, an initial invoice, based on the payment terms set forth in this Section 2.1 of this CONTRACT and consistent with the number of hours actually worked by CONSULTANT, will be billed to the CITY thirty (30) days after the execution date of the CONTRACT and, after initial billing, invoices consistent with the above will be submitted every thirty (30) days thereafter until the completion of the CONTRACT. The information contained in such invoices shall be in such detail as may be required by CITY. CITY shall pay CONSULTANT upon the delivery by CONSULTANT to CITY of an invoice and the approval of said invoice by the Director

of the Office of Environmental Policy. Upon approval of the invoice by CITY, CITY shall pay CONSULTANT no later than thirty (30) days after the date of such approval; provided, however, that such approval shall be based upon satisfactory completion of the work described in Attachment A. The question of satisfactory completion of said work shall be determined by the CITY alone and its decision shall be final.

2.2 Final Payment due under the CONTRACT will not be paid until the all work, reports, data, documents and any other unfinished services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY, as meeting all the tasks required hereunder in Section 3.1. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.

2.3 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONSULTANT, including any subcontractors, for payment of any monies for provision of any goods or services.

2.4 All expenses necessary to provide and complete the services required hereunder, including any travel, project related and administrative expenses, shall be included in the total costs of the CONTRACT referenced in Section 2.1 of the CONTRACT.

III. SCOPE OF SERVICES

3.1 The CONSULTANT will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the CITY and in compliance with the "Build San Antonio Green™ City of San Antonio Scope of Work Funding Request for FY2014", dated May 1, 2013, attached hereto as Attachment A. Goals, objectives and performance standards for the Project will be established by the CITY'S Office of Environmental Policy and CONSULTANT agrees to comply with said goals, objectives and performance standards. The CONSULTANT understands and agrees that Attachment A is fully incorporated herein verbatim for all purposes, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the CONSULTANT.

IV. TERMINATION

4.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.

4.2 TERMINATION WITHOUT CAUSE: The CONTRACT may be canceled by either party upon thirty (30) calendar days written notice, evidenced by a U. S. Postal Mail Return Receipt Requested for certified delivery. or an affidavit of personal delivery, provided such notice specifies an effective date of termination, which termination date shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days

from the date such notice is actually received by the other party or the certified mail receipt evidences delivery. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party or evidence of certified mailing as described above. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date.

4.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

4.4 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 CONTRACT shall automatically terminate as of the effective date of such prohibition.

4.5 EFFECT OF TERMINATION: The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT'S sole cost and expense.

4.6 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination.

4.7 Upon termination or cancellation of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) calendar days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY or its employees. No waiver of existing default shall be deemed to waive any subsequent default.

4.8 In the event that through action or no action initiated by the CITY of San Antonio, the CITY'S legislative body does not appropriate funds for the continuation of a CONTRACT and has no funds to do so from other sources, the CONTRACT may be terminated. To effect this termination, the CITY shall, 30 days prior to the period for

which funds are not appropriated, send the CONSULTANT written notice stating that the City of San Antonio failed to appropriate funds.

4.9 Termination not sole remedy. In no event shall City's action of terminating this CONTRACT, 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.

V. INDEPENDENT CONTRACTOR

5.1 It is expressly understood and agreed that the CONSULTANT is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the CITY shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

5.2 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.

5.3 Any and all of the employees of the CONSULTANT, wherever located, while engaged in the performance of any work required by the CITY under this CONTRACT shall be considered employees of the CONSULTANT 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 CONSULTANT.

VI. CONFIDENTIALITY

6.1 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this CONTRACT shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives any such request, CONSULTANT shall forward such request to CITY immediately.

6.2 CONSULTANT shall establish a method to secure the confidentiality of records and information that CONSULTANT may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

6.3 CONSULTANT shall comply with the confidentiality procedures pertaining to records and other information in accordance with the applicable Federal laws, State laws, the San Antonio City Charter, City ordinance, rules and regulations.

6.4 If the CONSULTANT receives inquiries regarding documents within their possession pursuant to the CONTRACT, the CONSULTANT shall immediately forward such request to the CITY for disposition.

VII. OWNERSHIP OF DOCUMENTS

7.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this CONTRACT is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

7.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

7.3 In accordance with Texas law, CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of CONSULTANT pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONSULTANT.

The term "*local government record*" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

7.4 The intellectual work products, if any,that result from this Contract shall be owned by the CITY, and as such are public property.

VIII. INTELLECTUAL PROPERTY

8.1 CONSULTANT shall pay all royalties and licensing fees. CONSULTANT shall hold the CITY harmless and indemnify the CITY from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if CONSULTANT has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the CITY.

8.2 Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, CONSULTANT will immediately:

8.2.1 Either:

a) obtain, at CONSULTANT 's sole expense, the necessary license(s) or rights that would allow the CITY to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

(c) reimburse the CITY for any expenses incurred by the CITY to implement emergency backup measures if the CITY is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

8.2.2 CONSULTANT further agrees to:

a) assume the defense of any claim, suit, or proceeding brought against the CITY for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this CONTRACT,

b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

c) indemnify the CITY against any monetary damages and/or costs awarded in such suit;

Provided:

- CONSULTANT is given sole and exclusive control of all negotiations relative to the settlement thereof, but that CONSULTANT agrees to consult with the CITY Attorney of the CITY during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the CITY,
- that the Software or the equipment is used by the CITY in the form, state, or condition as delivered by CONSULTANT or as modified without the permission of CONSULTANT, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the CITY's negligent act or omission, and
- that the CITY promptly provides CONSULTANT with written notice within **15** days following the formal assertion of any claim with respect to which the CITY asserts that CONSULTANT assumes responsibility under this section.

IX. RECORDS RETENTION

9.1 Upon completion of the Project, all records, data, finished or unfinished documents, reports, charts, schedules, or other appended documentation pertaining to the Project, and any related responses, inquiries, correspondence and material, shall become the property of the CITY, and CITY shall be entitled to utilize the work product for appropriate purposes without further compensation to CONSULTANT.

9.2 CONSULTANT shall deliver all documents to the CITY, upon termination of the CONTRACT, in a timely and expeditious manner, at CONSULTANT's sole cost and expense.

9.3 The CONSULTANT shall retain all records owned by or to which the CITY has the legal right of access to satisfy the City's obligations for a retention period required by the Texas Local Government Records Act, being five years from date of contract termination, and in the event of litigation or claims, whatever additional time is necessary to resolve all litigation or claims.

9.4 CITY shall be notified immediately by CONSULTANT of any requests, by a third party, for information pertaining to documentation and records obtained and/or generated under the CONTRACT. As such, CONSULTANT understands and agrees that CITY will process and handle all such open records requests.

X. RIGHT OF REVIEW AND AUDIT

10.1 CONSULTANT and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this CONTRACT and shall make such materials available to CITY, at the City's Office of Sustainability, 1400 S. Flores, San Antonio, Texas, or successor local address, at all reasonable times and as often as CITY may deem necessary during the CONTRACT term, including any renewal and extension hereof, for the purpose of auditing, examining and making copies by CITY, and any of its authorized representatives.

XI. LICENSES AND CERTIFICATIONS

11.1 CONSULTANT warrants and certifies that CONSULTANT and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and meets all competence standards applicable to the services provided herein.

XII. CONFLICT OF INTEREST AND ETHICS

12.1 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 the Ethics Code, from having a financial interest in any contract with CITY or any CITY agency such as CITY owned utilities. An officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to 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.

12.2 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of CITY. CONSULTANT further warrants and certifies that is has tendered to CITY a Discretionary Contracts Disclosure Statement in compliance with CITY's Ethics Code.

12.3 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT is not a City officer nor an employee as defined by Section 2-52 (e) of the City Ethics Code. 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.

12.4 **Additional Ethics Form Filing: Texas Local Government Code.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. CONSULTANT must confer with its own legal advisor if you have questions regarding the statute or form.

XIII. INSURANCE

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

13.2 Within ten (10) working days following execution of this Contract, CONSULTANT shall obtain a fidelity bond covering all persons handling funds received or disbursed hereunder and/or signing or co-signing checks for said fund disbursement. CONSULTANT's fidelity bond shall be in an amount of Fifty-Thousand dollars ($50,000.00), and evidence of same shall be filed with CITY prior to any disbursement of funds hereunder but no later than ten (10) working days following execution of this Contract. CONSULTANT shall ensure that such bond shall contain a provision that cancellation or expiration notice is sent to CITY at least sixty (60) days prior to the effective date of such cancellation or expiration.

13.3 Prior to the commencement of any work under this Contract, CONSULTANT shall furnish a completed Certificate of Insurance to CITY's Office of Environmental Policy Director and City Clerk's Office. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which certificate shall furnish and contain all required information referenced or indicated thereon. **THE CERTIFICATE MUST IDENTIFY THE PROJECT CONTRACT BY NAME, "Build San Antonio Green™ City of San Antonio Scope of Work Funding Request for FY2014"**. CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the City's Office of Environmental Policy Director and no officer or employee shall have authority to waive this requirement.

13.4 CITY reserves the right to review the insurance requirements of this Contract during the effective period of this Contract and any extension or renewal hereof, if any, and to require modification of insurance coverage and its limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance shall CITY allow modification whereupon CITY may incur increased risk.

13.5 CONSULTANT's financial integrity is of interest to CITY, therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated B+ or better by A.M. Best Company and/or otherwise acceptable to CITY, in the following types and amounts:

TYPE	AMOUNT
(A) Worker's Compensation, and Employer's Liability, if applicable	Statutory $1,000,000/$1,000,000/$1,000,000
Commercial General (Public) Liability-to include but not be limited to, coverage for the following where the exposure exists: (1) Premises/Operations (2) Independent Contractor's Liability (3) Products and Completed Operations (4) Personal Injury (5) Contractual Liability	Combined Single Limit for Bodily Injury or Property Damage of $1,000,000 per occurrence, with an aggregate of $2,000,000 or its equivalent in umbrella Or excess liability coverage

13.6 MATERIAL REQUIREMENTS: CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY, and may make a reasonable request for 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). Upon such request by CITY, CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof. All of CONSULTANT's insurance requirements under this Contract are material obligations.

13.7 CONSULTANT agrees that with respect to the above required insurance, all insurance Contracts and Certificate(s) of Insurance shall contain the following required provisions.

- Name CITY and its officers, employees, and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under Contract with 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 CITY is an additional insured shown on the policy;

- Workers' compensation and employers' liability policy (if applicable) shall provide a waiver of subrogation in favor of CITY.

13.8 CONSULTANT shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) days notice for cancellation due to non-payment of

premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

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

13.9 If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the CONTRACT; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have, and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order CONSULTANT to stop work hereunder, CITY shall have the right to terminate the Contract, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

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

XIV. INDEMNITY

14.1 Consultant 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 CONSULTANT'S activities under this CONTRACT, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, 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, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND 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.

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

XV. AMENDMENT

15.1 This Contract, together with its authorizing ordinance and Exhibit A, shall constitute the full and final CONTRACT between the parties hereto.

15.2 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the parties unless such amendment be in writing, executed by both CITY and CONSULTANT and dated subsequent to the date hereof. Material amendments that adjust compensation or performance periods must be approved by the City Council.

15.3 It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be incorporated into this CONTRACT with notice and written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The CONSULTANT expressly agrees to comply with all applicable federal, state, and local laws.

XVI. NOTICE

16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient if in writing and sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given:

CITY
City of San Antonio
Attn: Director
Office of Sustainability
P.O. Box 839966
San Antonio, Texas 78283-3966

CONSULTANT
Build San Antonio Green
Attn: Commissioner Tommy Adkisson
118 Broadway, Suite 236
San Antonio, Texas 78205

XVII. LEGAL AUTHORITY

17.1 The person signing on behalf of CONSULTANT represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONSULTANT and has authority to bind CONSULTANT to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

18.1 Any subcontracts or assignments of interests entered into by CONSULTANT concerning work tasks for this CONTRACT shall be communicated in writing to CITY prior to the effective date of this CONTRACT and prior to commencement of any work subsequent to this CONTRACT's effective date. CONSULTANT shall not assign, sell, pledge, transfer or convey any interest in this CONTRACT, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, to any other party without prior written consent of CITY. Any such attempt at an assignment will be void *ab inito*, and shall confer no rights on the purported assignee. Should CONSULTANT assign, transfer, convey, delegate or otherwise dispose of any part of, or all of, its right, title or interest in this CONTRACT, the CITY may, at its option, cancel this CONTRACT and all rights, titles and interest of CONSULTANT shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this CONTRACT. The violation of this provision by CONSULTANT shall in no event release CONSULTANT from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY which CITY sustains as a result of such violation.

18.2 CONSULTANT's subcontractors may not voluntarily assign, transfer, subcontract or pledge, in whole or in part, any CONTRACT with CONSULTANT arising from or in relation to this CONTRACT, nor shall any involuntary transfer or assignment result in a transfer of any rights conferred by this CONTRACT. CONSULTANT shall indicate this limitation in all Contracts with approved subcontractors.

18.3 CONSULTANT agrees to notify CITY of any changes in ownership interest greater than 10%, or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to CITY under this CONTRACT, any such change of ownership interest or control of its

business entity may be grounds for termination of this CONTRACT at the sole discretion of the CITY.

18.4 In no event shall such written consent, if obtained, relieve CONSULTANT from any and all obligations hereunder or change the terms of this CONTRACT.

18.5 CITY must approve all substitutions of subcontractors to determine if the disadvantaged business enterprise goal will be decreased by substitution of a disadvantaged subcontractor with a non-disadvantaged subcontractor.

XIX. SUCCESSORS AND ASSIGNS

19.1 This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII hereof.

XX. NONWAIVER OF PERFORMANCE

20.1 The granting or acceptance of extensions of time to complete the work or furnish the materials or reports required herein will not operate as a release to the CONSULTANT from any covenants and conditions required in this CONTRACT.

20.2 Unless otherwise specifically provided for in this CONTRACT, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT 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 CONTRACT, 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 CONTRACT 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. Amendment. 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.

XXI. COMPLIANCE

21.1 CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations.

21.2 The CONSULTANT 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 CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions.

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

a. Titles VI and 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; and
e. All applicable regulations implementing foregoing laws.

XXII. VENUE AND GOVERNING LAW

22.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**

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

XXIII. SEVERABILITY

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 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 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 the 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.

XXIV. GENDER

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.

XXV. CAPTIONS

The captions contained in this CONTRACT are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this CONTRACT.

XXVI. ENTIRE AGREEMENT

This CONTRACT, together with its authorizing ordinance and Exhibit A, embodies the final and entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed to exist or to bind the parties unless same be executed in accordance with Section XV.

EXECUTED this the _____day of September, 2013.

CITY

City of San Antonio, Texas

_____

David Ellison, Assistant City Manager
Office of the City Manager

CONSULTANT

Metropolitan Partnership for Energy (MPE), d/b/a Build San Antonio Green

Tommy Adkisson

Tommy Adkisson
Chairman, Build San Antonio Green

APPROVED AS TO FORM:
Michael D. Bernard
City Attorney

_____

By: Assistant City Attorney

ATTACHMENT "A"

Build San Antonio Green™
City of San Antonio Scope of Work
Funding Request for FY 2014

Build San Antonio Green® (BSAG) is a non-profit organization founded by the City of San Antonio and other partners in 2001. BSAG is an official partnership of the City of San Antonio, Bexar County, CPS Energy, San Antonio Water System, the Greater San Antonio Builders Association, VIA Metropolitan Transit, the Alamo Area Council of Governments, the Greater Bexar County Council of Cities, and Solar San Antonio.

BSAG works with Partner organizations to develop and implement energy and emissions reduction policies for air quality improvement, water conservation, energy efficiency, and renewable energy, chiefly through the development and administration of the green building program. BSAG provides technical workshops on energy efficiency, conservation, renewable energy and green building, while promoting the Build San Antonio Green® program and certifying Green-Built Homes in San Antonio.

BSAG also is an official Program Sponsor of the Environmental Protection Agency and Department of Energy's ENERGY STAR® program. BSAG has certified **1785 green homes** to date. Of these, one thousand seven hundred forty-two (1742) are single family new construction, thirty-nine (39) are single family retrofit projects, and four (4) are large scale Multifamily projects. These projects, due to increased efficiency, have resulted in the **prevention of over seventeen million six hundred thousand (17,600,000) pounds of CO_2 emissions.** This is the equivalent of taking one thousand four hundred sixty-one (1461) cars off of the road for one year. In addition, the certified homes **have saved over twenty-seven million (27million) kilowatt-hours** of energy every year, enough energy to run over **one thousand seven hundred (1700) average San Antonio homes for one year**.

Build San Antonio Green™ will be instrumental in helping San Antonio meeting its future sustainable growth and development goals, as laid out in the SA 2020 plan. This will be accomplished through leadership in energy & water conservation, promoting sustainable land use, green jobs training, and assuming a prominent role in local sustainability efforts.

Build San Antonio Green® has been recognized at the local, state and national levels for the program's accomplishments. Most recently, the program received the 2013 "Advocate of the Year-State/Local Government" from the National Association of Homebuilders. In 2011, the program was selected for the Air Quality Stewardship Award from the Alamo Area Council of Governments and received the ENERGY STAR Leadership in Housing award. In 2010, BSAG received an Honorable Mention from the International Economic Development Corporation in the Excellence in Economic Development Awards - Sustainable & Green Development, Population greater than 500,000 Category. The organization was also the recipient of the 2010 San Antonio Business Journal Going Green Award for Conservation Program. In **2009, Build San Antonio Green was chosen as the recipient of the prestigious "Green Building Program of the Year"** award by the National Association of Home Builders over green building programs from across the country. Build San Antonio Green® also received the **2009 "Texas Environmental Excellence Award"** from the Texas Commission on Environmental Quality. In 2009 San Antonio Water System selected Build San Antonio Green™ as the **WaterSaver Partner of the Year.**

BSAG 2014 Request for Funding

For the 2014 budget year, BSAG is requesting $ 50,000.00 from COSA as income to support organizational operations and activities alongside the other BSAG Funding Partners.

In the Council Consideration Request dated June 29, 2006 regarding COSA's Energy Conservation Plan, Goal 7 states that future funding to MPE be $ 50,000.00 per year or as recommended by COSA Staff.
BSAG requests funding from the City of San Antonio to include in the BSAG 2014 Budget to support organizational operations and activities that support the following:

1.) Certification of Green Homes through Build San Antonio Green™

Build San Antonio Green™ (BSAG) is a residential green building program of the Metropolitan Partnership for Energy and the Greater San Antonio Builders Association (GSABA). BSAG promotes conservation and efficiency, and was developed with input from partners and community stakeholders to support and encourage local rebates. MPE works with the building and development community to implement green building, while also educating legislators and insurance groups to provide incentives for Green Building. BSAG is not only San Antonio's local green building program, it is also the only program that includes and encourages the UDC Neighborhood Patterns, SAWS Rebates and Landscape List, San Antonio Landscape Care Guide, CPS Energy Rebates and Net Metering Program, and The City of San Antonio's Tree Protection Ordinance.

Homes are certified green under the BSAG program through a quality review process. Builders entering the BSAG program receive ongoing training in green building techniques, and are required to attend Continuing Education Classes (CECs). BSAG's programs consist of detailed green building checklists. Member builders submit building plans and the BSAG checklist to the BSAG office, where they are reviewed for certification by BSAG Staff. Each green home built under approved specifications will earn a certificate showing the certification level and be provided with a Homeowners Manual containing operational information about the home.

BSAG requirements are based on traditional stick frame construction and prescribes strategies to reduce electrical and water consumption, utilize resources and materials in a more efficient manner, minimize impact on the site, and improve indoor air quality. It is geared toward volume builders and affordable developers, and has received over 700 commitments for Green Homes.

Build San Antonio Green™ works to make green building affordable and thereby enticing to builders. To date Build San Antonio Green has certified more than 60 affordable homes: homes that cost $110,000 or less. BSAG services will enhance current City housing programming by expanding application of other program components. This will substantially increase the total percentage of BSAG homes in the "affordable homes" category, and demonstrate to other builders that green building is easy, accessible, and affordable.

Tasks:

- New Member Orientation Education of Builders at BSAG Workshops

- Collection of pre-construction requirements and home submittal information
- Input home data in BSAG home's database
- Review of home plans to ensure compliance with BSAG requirements
- Conference with builder, architect, and/or subcontractor to further explore BSAG review process
- Site observations to verify several BSAG requirements including but not limited to insulation of water lines; duct sealing; on-site tree protection; construction waste management; ventilation of kitchen range hood to exterior; approved fireplace; installation of low-flow water fixtures and high efficiency toilets; and SAWS approved landscape.
- Collection of verification documents for ENERGY STAR® qualified appliances and equipment
- Collection of post-construction documents such as ENERGY STAR® HERS Certificate and Home Report
- Issue of BSAG certification upon requirements' compliance
- Updates and revisions to BSAG Homeowner Manual to reflect programmatic changes
- Homeowner education through BSAG Homeowner's Manual
- Calculation of home's energy savings and emission reduction

Deliverable(s):

- One (1) Technical Advisory Committee (TAC) Meeting for New Construction
- Four hundred (400) homes certified in the New Construction program(s)

2.) Administration of the *Green Retrofit and Energy Retrofit* Build San Antonio Green (BSAG) Programs for existing homes.

Residential *Green Retrofit* and *Energy Retrofit* Programs – The Build San Antonio Green *Green Retrofit* program was launched in 2008 and 39 homes have been certified to date. The *Green Retrofit* program is a comprehensive home renovation certification option with a focus on making home more efficient and healthier. Projects certified under this program must complete a list of Core Guidelines that include both prescriptive and performance requirements. The *Energy Retrofit* certification was developed in 2010 to offer additional options for homes that do not need extensive retrofit work in all five program areas but will still benefit from significant energy improvements. The program has seen very rapid growth and is likely to continue serving as an important certification option as demand for retrofit projects increases. The *Green Retrofit* and *Energy Retrofit* programs are gaining interest among builders..

By expanding the applications of BSAG program components, BSAG will work more closely with the Housing and Neighborhood Services Department on such programs as the Owner-Rehab. The *Green* and *Energy Retrofit* programs provide easy-to-follow formats for retrofitting existing homes. Similar to Level 1 and Level 2 of the *Green Retrofit,* the *Energy Retrofit* is in a checklist format. Builders submit plans for review by the Build San Antonio Green staff and site visits are performed for all homes certified.

Tasks:

- New Member Orientations
- Continuing Education for builders at *Green Retrofit/Energy Retrofit* BSAG Workshops
- Meeting with builders/architects/subcontractors to explain the review process and receive project's submissions
- Hosting meetings of the *Green Retrofit/Energy Retrofit* Technical Advisory Committee (TAC) to confer about changes or updates to the program
- Input home data into BSAG home's database

- Meeting and/or conference with energy rater at construction site for initial energy audit where applicable
- Site observations to verify BSAG requirements compliance
- Collection of post-construction documents
- New program development and implementation
- Issue of BSAG certification upon requirements' compliance
- Homeowner education through BSAG Homeowner's Manual

Deliverable(s):

- One (1) *Green Retrofit/Energy Retrofit* TAC meetings
- Ten (10) certifications through *Green Retrofit/Energy Retrofit* Programs

---

3.) Develop and host Green Open House Events for BSAG-Certified Homes

Build San Antonio Green help develop awareness and understanding about the availability of BSAG-certified green homes in San Antonio. In an effort to help ensure that homeowners understand the many unique features of newly constructed or renovated BSAG-certified homes, BSAG staff will conduct homeowner education classes in conjunction with builder members. Because many aspects of green buildings are dependent on behavioral factors, it is essential that those who inhabit high- performance homes have a complete understanding of their home's unique features and attributes. This will allow them to maximize their home's many efficient features and be more likely to save energy and water as well as maintain healthy indoor air quality.

Staff will work in conjunction with member builders, affordable housing providers, and other local entities in the development and execution of these events. Specific affordable and market-rate houses will be targeted for "Green Open House" events throughout the year. These events will serve to both showcase specific green certified projects and also bring different entities in the housing sector together in a collaborative effort to support the local green building industry

Tasks:

- Meetings with partners and other agencies to coordinate "Green Open House" events
- Coordination with builders to find eligible homes
- Marketing and outreach to promote events
- Hosting "Green Open House" events in collaboration with local partners

Deliverable(s):

- At least two (2) meetings with partner agencies to coordinate events
- At least two (2) "Green Open House" events throughout the year

---

4.) Builder Education:

BSAG will continue to reach out and educate the building and development Community on the advantages of green building through educational workshops in an effort to encourage them to build green in San Antonio. These workshops will cover the Build San Antonio Green program specifically, educating the builders on each step of the process of certifying a home through the program as well as what specific construction practices must be followed in addition to other topics related to green building, such as solar energy, ENERGY STAR® for Homes, and specific techniques, practices, and materials. All workshops will present the

Build San Antonio Green program as the best option for builders wishing to build green in San Antonio, and workshop topics will be tied into the program and its requirements.

Workshops:

- Workshops about topics in green building, tied to Build San Antonio Green

Deliverable(s):

- Four (4) Green Building topics workshops

5.) Public Education & Outreach Events:

BSAG will continue to educate the public about green building and the Build San Antonio Green program. Staff will encourage the public to ask their builder or remodeler if they are a member of the Build San Antonio Green program, and also why the BSAG program is the best choice for homeowners wishing to build or remodel a green home in San Antonio. This public education will be accomplished through appearances at events throughout the year.

Outreach Events:

- SAWS Spring Bloom
- City of San Antonio's Earth Day Celebration
- Solar Fest
- City of San Antonio Historic Homeowners Fair
- Other Green Events upon request

6.) Plan and Administer the COSA 2014 Green Building Awards

Build San Antonio Green works with our Partners to plan and administer the 2014 COSA Green Building Awards. The COSA Green Building Awards are an important service offered by the City of San Antonio to recognize noteworthy projects and innovations in the fields of green building and solar technology.

BSAG will plan and administer this event with specific tasks including the selection of a nomination committee; updating and refining the criteria for judges and selection of a judging committee; coordinating and managing the event and ceremony planning; and promoting the event and award ceremony.

Tasks:

- Selection of Nomination Committee
- Update and refine criteria for judges and assistance in selection of judging committee
- Coordinate and Manage Event Planning and Ceremony Operations
- Awards and Event Promotion

Deliverable(s):

- Selection of Nomination Committee Membership, committee meeting(s) with City staff and other stakeholders
- Selection of Judging Committee Membership, committee meeting(s) with City staff and other stakeholders
- MC event, manage PowerPoint presentations, invite media, manage seating, invite speakers, and handle event inquiries
- Marketing plan, promotions through various venues: e-blasts, presentations at various building industry meetings, committee meeting(s) with City staff and other stakeholders

TOTAL FUNDING REQUEST $ 50,000.00

Through funding support of BSAG, the City of San Antonio and broader community benefit from less strain on utility supplies, infrastructure costs (including storm water abatement in some cases), and from making a smaller impact on the burgeoning urban heat island effect through green building Strategies. Communities that consist of a high percentage of green built homes, businesses, and industries benefit from less expenditure on expanded infrastructure, thereby being able to encourage new growth with reduced cost related to servicing the growth. Certification of green homes also encourages the growth of green jobs in our community.

San Antonio is now close to non-attainment status under the EPA 8-hour ozone standard. The Build San Antonio Green program is beneficial to the City of San Antonio due to the opportunity for clean air credits related to federal regulations and new business ventures for the various enterprises supporting the initiative. For example, existing buildings account for 49% of sulfur dioxide emissions, 25% of nitrous oxide emissions, and 10% of particulate emissions, along with 35% of our carbon dioxide emissions, the chief pollutant blamed for global climate change.

Other benefits include reducing the peak load for CPS Energy's system. As energy rates increase, this program makes more financial sense than ever. The City Council's Green Roundtable has identified the Build San Antonio Green program as the preferred vehicle for providing these services. BSAG is also listed as a leading program in meeting future sustainable development goals, as identified in the SA 2020 plan. In addition, CPS Energy has identified residential green building through BSAG to be a very cost-effective energy conservation strategy.

BSAG Activities & Staff Hours Break Out for COSA Operations Contract 2014	
Task 1: Certification of Green Homes through BSAG®	**Budgeted**
Deliverables	
1. TAC Meeting for New Construction **(1)**	$50.00
2. Homes certified through BSAG® **(400)**	$38,336.00
	$38,386.00
Task 2: Administer Green Retrofit & Energy Retrofit Programs through BSAG®	
Deliverables	
1. Green Retrofit TAC Meetings **(1)**	$50.00
2. Homes Certified through BSAG® **(10)**	$1,380.00
	$1,430.00
Task 3: Develop & Host Green Open House Events f/BSAG Cert Homes	
Deliverables	
1. Meetings w/Partner Agencies to Coordinate Events **(2)**	$82.00
2. Hold "Green Open House" Events **(2)**	$2,290.00
	$2,372.00
Task 4: Builder Education	
Deliverables	
1. Green Building Topics Workshops **(4)**	$866.00
	$866.00
Task 5: Public Education & Outreach Events	
Deliverables	
1. City of San Antonio Historic Homeowners Fair - August 2014	$256.00
2. SAWS Spring Bloom - March 2014	$256.00
3. COSA's Earth Day Celebration - April 2014	$512.00
4. Solar Fest - Oct 2014	$512.00
5. Other Green Events Upon Request	$410.00
	$1,946.00
Task 6: Plan & Administer Annual Green Build Awards	
Deliverables	
1. Selection of Nomination Committee	$262.00
2. Update & Refine Award Criteria/Assist in Judge Selection	$992.00
3. Coordinate & Manage Event Planning/Ceremony Operations	$3,322.00
4. Awards & Event Promotion	$424.00
	$5,000.00
TOTAL INCOME	**$50,000.00**

* = Required fields

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a ◉ New Submission or ○ Correction or ○ Update to previous submission.

1. Name of person submitting this disclosure form.

First: Anita M.I. _____ Last: Devora Suffix: _____

2. Contract information.

a) Contract or project name: City of San Antonio PROFESSIONAL SERVICES CONTRACT Build San Antonio Green FY 2014

b) Originating department: Office of Sustainability

3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

Metropolitan Partnership for Energy
DBA Build San Antonio Green

4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

☑ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

☐ Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

5. List any individuals or entities that will be subcontractors on this contract.

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

a) Legal signatory of a high-profile contract
b) Any individual seeking a high-profile contract
c) Any owner or officer of an entity seeking a high-profile contract
d) The spouse of any of individual listed in response to (a) through (c) above
e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

☑ No

☐ Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

***1. Updates Required**

☑ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale,or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

***2. No Contact with City Officials or Staff during Contract Evaluation**

☑ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

◉ This is not a high-profile contract.

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

***3. Contribution Prohibitions for "High-Profile" Contracts**

( ) This is a high-profile contract.

***4. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

[✓] I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

[✓] I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Anita Devora **Title:** Executive Director

Company Name or DBA: Metropolitan Partnership for Energy, dba Build San Antonio Gree **Date:** 08/30/2013

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Walthall, Sachse & Pipes, Inc
300 E. Sonterra #1100
San Antonio, TX 78258
Walthall, Sachse & Pipes, Inc
Phone: 210-384-0000
Fax: 210-384-0110

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Lloyds Ins. Co.	38253
INSURER B : Western Surety	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Metropolitan Partnership For Energy dba Build SA Green
118 Broadway Suite 232
San Antonio, TX 78205

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			65SBATP7502	05/03/2013	05/03/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			65SBATP7502	05/03/2013	05/03/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		65WBCZQ3925	05/24/2013	05/24/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Crime			70831093	11/20/2012	11/20/2013	Crime	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of San Antonio
PO Box 839966
San Antonio, TX 78283-3966

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael J. Sachse

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

2. **Applicable To Medical Expenses Coverage**

   We will not pay expenses for "bodily injury":

   a. **Any Insured**

      To any insured, except "volunteer workers".

   b. **Hired Person**

      To a person hired to do work for or on behalf of any insured or a tenant of any insured.

   c. **Injury On Normally Occupied Premises**

      To a person injured on that part of premises you own or rent that the person normally occupies.

   d. **Workers' Compensation And Similar Laws**

      To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. **Athletics Activities**

      To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

   f. **Products-Completed Operations Hazard**

      Included with the "products-completed operations hazard".

   g. **Business Liability Exclusions**

      Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. **Employees And Volunteer Workers**

      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

         (d) Arising out of his or her providing or failing to provide professional health care services.

         If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

      (2) "Property damage" to property:

         (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. **Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. **Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. **Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. **Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. **Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. **Lessors Of Equipment**

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. **Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. **Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. **Permits Issued By State Or Political Subdivisions**

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. **Notice Of Occurrence Or Offense**

   You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. **Notice Of Claim**

   If a claim is made or "suit" is brought against any insured, you or any additional insured must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

   c. **Assistance And Cooperation Of The Insured**

   You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. **Obligations At The Insured's Own Cost**

   No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

   e. **Additional Insured's Other Insurance**

   If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

   However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

   f. **Knowledge Of An Occurrence, Offense, Claim Or Suit**

   Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

   (1) You or any additional insured that is an individual;

   (2) Any partner, if you or an additional insured is a partnership;

   (3) Any manager, if you or an additional insured is a limited liability company;

   (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

   (5) Any trustee, if you or an additional insured is a trust; or

   (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

3. **Financial Responsibility Laws**

   a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

   b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. **Legal Action Against Us**

   No person or organization has a right under this Coverage Form:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. **Separation Of Insureds**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom a claim is made or "suit" is brought.

6. **Representations**

   a. **When You Accept This Policy**

      By accepting this policy, you agree:

      (1) The statements in the Declarations are accurate and complete;

      (2) Those statements are based upon representations you made to us; and

      (3) We have issued this policy in reliance upon your representations.

   b. **Unintentional Failure To Disclose Hazards**

      If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. **Other Insurance**

   If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

   a. **Primary Insurance**

      This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

   b. **Excess Insurance**

      This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

      (1) **Your Work**

      That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

      (2) **Premises Rented To You**

      That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

      (3) **Tenant Liability**

      That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

      (4) **Aircraft, Auto Or Watercraft**

      If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

      (5) **Property Damage To Borrowed Equipment Or Use Of Elevators**

      If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) **When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) **When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) **Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) **Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. **Transfer Of Rights Of Recovery Against Others To Us**

a. **Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

STATE OF TEXAS §
§
COUNTY OF BEXAR §

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE FREE TRADE ALLIANCE SAN ANTONIO

This Contract is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager or designee pursuant to Ordinance No. 2012-09-___-_____ dated September ____, 2012, and the Free Trade Alliance San Antonio (hereinafter "FREE TRADE ALLIANCE"); collectively, the "Parties".

WHEREAS, CITY has appropriated certain funds from its General Operating Budget; and

WHEREAS, FREE TRADE ALLIANCE is a Texas, non-profit corporation comprised of individuals and community organizations such as the CITY, the Greater San Antonio Chamber of Commerce, the San Antonio Economic Development Foundation (the "EDF"), San Antonio Water System, Port San Antonio, Hispanic Chamber, HEB, Bexar County and CPS Energy.

WHEREAS, this organization constitutes a broad community network for the purpose of promoting San Antonio as the center of international trade; and

WHEREAS, it is in the best interest of the CITY to continue its contribution to this organization for the purpose of increasing international business activity (the "PROGRAM"); and

WHEREAS, CITY wishes to engage FREE TRADE ALLIANCE to carry out such PROGRAM; and

WHEREAS, CITY designates its Economic Development Department (hereinafter referred to as "Department") as the City department, acting for its City Manager, responsible for the evaluation and fiscal monitoring of the PROGRAM; NOW THEREFORE:

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. PURPOSE STATEMENT

1.1 The purpose of this Contract is for FREE TRADE ALLIANCE to develop San Antonio as the center for global trade, to promote CITY's economic development investment objectives and to maximize international business

opportunities for CITY through the North American Free Trade Agreement (hereinafter referred to as "NAFTA") region and other target countries around the world.

II. TERM

2.1 Except as otherwise provided pursuant to the provisions hereof, this Contract shall begin on October 1, 2012 and shall automatically renew annually on October 1, subject to appropriation, for up to two years.

III. PERFORMANCE

3.1 FREE TRADE ALLIANCE, in accordance and in compliance with the terms, provisions and requirements of this Contract, agrees to perform and provide all services as set forth in Article IV (Scope of Work) of this Contract. FREE TRADE ALLIANCE shall produce all documentation in the form of performance records and reports as required under the terms of this Contract.

3.2 Modifications or alterations to Article IV (Scope of Work) may only be made pursuant to the prior written approval of CITY. FREE TRADE ALLIANCE shall notify CITY in writing of any event which could substantially delay the achievement of the Scope of Work as defined in Article IV.

IV. SCOPE OF WORK

4.1 FREE TRADE ALLIANCE shall promote the exports of products and services by San Antonio companies as the coordinating organization implementing the San Antonio Export Strategy. Goals and metrics for FY2014 include:

San Antonio Export Strategy Goals and Metrics for Free Trade Alliance FY2014	
	Annual Goal
Participation in Business Retention and Expansion Visits	24
Number of Companies Receiving Export Assistance from the San Antonio Export Assistance Team (SEAT)	12
Conduct 2 international trips to San Antonio target countries to promote trade and exports for local companies	2

4.2 FREE TRADE ALLIANCE will facilitate the generation of qualified foreign prospects and increase the amount of investment prospects that visit San

Antonio. In coordination with EDF and the CITY, FREE TRADE ALLIANCE will organize two foreign trips to community-designated targeted countries to promote exports and foreign direct investment to San Antonio. This integrated approach will target foreign site consultants and investment prospects to showcase San Antonio as a unique location for expansion in the U.S.

4.3 FREE TRADE ALLIANCE will coordinate 6 bi-monthly meetings with subject matter experts (i.e. GAC country subcommittees) to define target countries/industries and formulate effective strategies to promote trade and investment.

4.4 FREE TRADE ALLIANCE will implement and maintain the "inSA" website to market trade and investment on behalf of San Antonio. This international business website will consolidate and coordinate export technical assistance services and enhance global engagement among local businesses.

a. Directory: FREE TRADE ALLIANCE shall build and maintain a directory of international contacts related to FDI, exporters, trade and promotion agencies, companies strategic to the supply chain of local business and will be shared with San Antonio Economic Development partners.

b. Marketing Programs Promoting Exports: FREE TRADE ALLIANCE shall coordinate and implement at least two marketing programs targeting local businesses to build recognition of the impact exporting can have on business growth and competitiveness. These programs will highlight local industries, companies and products currently exporting to be implemented via print, internet (i.e. webinars), social media and/or events.

c. Coordination: Work in collaboration with CITY's International Relations Office (IRO) to develop a calendar of international events taking place in San Antonio. This information would also be distributed via the FREE TRADE ALLIANCE newsletter and inSA website. FREE TRADE ALLIANCE shall also advise EDD of any collaborative undertaking to support or compliment any City Department to include but not limited to IRO, Convention and Visitors Bureau, Aviation, and Department of Culture and Creative Development.

d. Promotion: Work with San Antonio partners engaged internationally to create programs focused on youth groups to raise awareness of the importance of international trade and investment in San Antonio's economic vitality.

4.5 Foreign Trade Zone #80: FREE TRADE ALLIANCE shall market and promote the foreign trade zone program (the "FTZ") as part of business expansion and retention strategy. In addition, FREE TRADE ALLIANCE shall:

a. Review marketing materials and modify as required with input from economic development partners.

b. Meet with a minimum of 5 (five) new companies to educate and assist regarding usage of the FTZ in addition to the BRE meetings.

c. Support the Department with the administration and marketing of FTZ #80. The administration shall include the: (i) preparation of the annual report and submission for review by the CITY by December 11, 2013, with final submission by the Department to the FTZ Board by January 31, 2014; (ii) preparation of any applications for site activation, subzone designation or change in boundaries; and (iii) scheduling of site visits and reports. All reports and applications shall be submitted to the CITY's Department for final review and approval before submission. FREE TRADE ALLIANCE shall maintain a website to provide information on FTZ #80 and provide educational and promotional workshops on the benefits of FTZs for marketing purposes. In advance, the Department shall have the right to review and approve all promotional materials and/or advertisements. The CITY Department shall be referenced clearly in every ad, promotion or website. FREE TRADE ALLIANCE shall participate in meetings with potential users and operators of FTZ #80 in conjunction with the CITY Department. FREE TRADE ALLIANCE shall also include in its quarterly report a summary of marketing initiatives, advertisements, inquiries and responses, prospects contacted, and seminars/educational workshops held and/or attended in support of FTZ#80. FREE TRADE ALLIANCE shall also include in its quarterly report any recommendations regarding administration, marketing and budgeting to further the FTZ program.

4.6 Casa San Antonio Program: FREE TRADE ALLIANCE shall continue to work with the Casa San Antonio Program (the "Casas") in organizing and hosting all delegations referred by the Casas in support of two-way trade, and the CITY shall encourage the Casas to continue to refer eligible companies to the FREE TRADE ALLIANCE International Business Development Center ("IBDC").

4.7 Advocacy: FREE TRADE ALLIANCE shall provide advocacy support on foreign trade policies critical to trade, investment and logistics issues of importance to CITY.

V. PERFORMANCE RECORDS AND REPORTS

5.1 FREE TRADE ALLIANCE shall provide to the the CITY'S Economic Development Department quarterly reports due 30 days after the end of the quarter that provide detailed results of the Article IV. SCOPE OF WORK accomplishments for FY2014.

5.2 FREE TRADE ALLIANCE shall produce a report of the annual economic impact of business generated through current or former IBDC participants as well as other companies engaged that establish a presence in San Antonio. FREE TRADE ALLIANCE shall maintain accurate, current and complete accounting records and supporting documentation for all expenditures of funds provided through this Contract. FREE TRADE ALLIANCE shall retain such records, and any supporting documentation, for the greater of five (5) years from the end of the contract period, or the period required by other applicable laws and regulations.

5.3 FREE TRADE ALLIANCE shall provide, to the CITY Department, a copy of its annual audit report when presented to its Board of Directors. FREE TRADE ALLIANCE shall give CITY and or any of CITY's duly-authorized representatives, access to and the right to examine all books, accounts, records, audit reports, files, documents, written or photographic material, videotape and other papers, things, or property belonging to or in use by FREE TRADE ALLIANCE pertaining to this Contract. Failure to provide reasonable access to authorized CITY representatives shall give the CITY the right to terminate this Contract. In the event of a CITY examination, FREE TRADE ALLIANCE shall reimburse the CITY for any expenditures that are not directly related to this Contract and/or not supported by the proper documentation. FREE TRADE ALLIANCE will pay the cost of this examination if the variance of expenditures exceeds 3% of the funds disbursed by the CITY.

5.4 As often and in such form as CITY may require, FREE TRADE ALLIANCE shall furnish CITY such performance records and reports deemed by CITY as pertinent to matters covered by this Contract.

5.5 At minimum, quarterly performance records and reports as presented to the Executive Committee meetings shall be submitted to the CITY Department by FREE TRADE ALLIANCE.

VI. PERSONNEL

6.1 Both the CITY and FREE TRADE ALLIANCE shall work together to accomplish their applicable tasks as outlined in the Scope of Work described in Article IV. Persons performing work pursuant to this Contract shall be the employees of CITY, EDF or FREE TRADE ALLIANCE. Any work subcontracted to third parties pursuant to this Contract must be pre-approved by CITY's Department Director (the "Director").

VII. COORDINATION WITH CITY

7.1 The Director, or his designee, shall have complete authority to transmit instructions, receive information, and interpret the CITY's policies and decisions

with respect to materials, elements and work pertinent to the CITY's services pursuant to this Contract. Any contact with CITY officials shall be coordinated with the Director or his designee.

VIII. FEES, EXPENSES AND BILLING

8.1 In consideration of FREE TRADE ALLIANCE'S performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in Article IV (Scope of Work) of this Contract, CITY agrees to pay FREE TRADE ALLIANCE an amount not to exceed one hundred eighty thousand dollars ($180,000.00).

8.2 CITY shall make payments to the FREE TRADE ALLIANCE in four (4) quarterly payments of forty five thousand dollars ($45,000.00) upon receipt, review and approval of the quarterly Goals & Accomplishments report. CITY shall not be obligated or liable under this Contract to any other party, other than FREE TRADE ALLIANCE, for payment of any monies or provisions of any goods or services.

8.3 No additional expenses by the FREE TRADE ALLIANCE or its sub-consultants shall be charged by the FREE TRADE ALLIANCE.

IX. LEGAL/LITIGATION EXPENSES

9.1 Under no circumstances shall the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against CITY. FREE TRADE ALLIANCE must obtain the written approval of the CITY Attorney's Office before any funds received under this Contract may be used in any adversarial proceeding against any other governmental entity or any other public entity.

9.2 During the Term of this Contract, if FREE TRADE ALLIANCE files and/or pursues an adversarial proceeding against CITY, such filing or pursuit shall constitute a material breach of Contract terms and then, at CITY's option, this Contract and all access to the funding provided for hereunder may be terminated.

9.3 FREE TRADE ALLIANCE, at CITY's option, may be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remain unresolved.

9.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by FREE TRADE ALLIANCE in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

X. TERMINATION

10.1 For purposes of this Contract, "termination" of this Contract shall mean termination by expiration of the Contract term, or earlier termination pursuant to any of the provisions hereof.

10.2 This Contract may be terminated, in whole or in part, by CITY for:

A. Neglect or failure by FREE TRADE ALLIANCE to perform or observe any of the terms, conditions, covenants or guarantees of this Contract or of any amendment made hereto between CITY and FREE TRADE ALLIANCE; or

B. Violation by FREE TRADE ALLIANCE of any of the provisions of this Contract or of any rule, regulation or law to which FREE TRADE ALLIANCE is bound or shall be bound under the terms of this Contract.

10.3 CITY shall send notice of default to FREE TRADE ALLIANCE subject to the provisions in Article XIX (NOTICE). The FREE TRADE ALLIANCE shall have sixty (60) days from the notice of default to cure such default (the "Cure Period"), and no funds shall be distributed during the Cure Period.

10.4 If, at the end of the sixty (60) day Cure Period, such default has not been cured, CITY shall issue a signed, written notice of termination to FREE TRADE ALLIANCE specifying the effective date of termination and the applicable provisions to be terminated.

10.5 The FREE TRADE ALLIANCE shall return all such files, documentation, materials, reports, advertising materials or other work product applicable to this Contract, as well as any unearned fees, as requested by CITY.

XI. INDEPENDENT CONTRACTORS

11.1 It is expressly understood and agreed to by the Parties to this Contract that CITY is contracting with FREE TRADE ALLIANCE as an independent Contractor. The Parties understand and agree that CITY shall not be liable for any claims which may be asserted by any third party against FREE TRADE ALLIANCE occurring in connection with services performed under this Contract.

11.2 The Parties further understand and agree that neither Party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

XII. CONFLICT OF INTEREST

12.1 FREE TRADE ALLIANCE acknowledges that it is informed that the

Charter of the CITY 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 above-listed individual or entity is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

12.2 Pursuant to Section 12.1 above, FREE TRADE ALLIANCE warrants and certifies, and this Contract is made in reliance thereon, that FREE TRADE ALLIANCE, its officers, employees and agents are neither officers nor employees of the CITY. FREE TRADE ALLIANCE further warrants and certifies that is has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

XIII. INSURANCE REQUIREMENTS

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

13.2 Prior to the commencement of any work under this Contract, FREE TRADE ALLIANCE shall furnish a completed Certificate of Insurance to CITY's Director and City Clerk's Office at the addresses listed in Article XIII, Section 13.7 of this Contract. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon and which shall furnish and contain all required information referenced or indicated thereon. CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the CITY's Director and the City Clerk's Office, and no officer or employee shall have authority to waive this requirement.

13.3 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 coverage and its limits when deemed necessary and prudent by the CITY's Risk Manager based upon changes in statutory law, court decisions or circumstances surrounding this Contract, but in no instance shall CITY allow modification whereupon CITY may incur increased risk.

13.4 FREE TRADE ALLIANCE's financial integrity is of interest to CITY; therefore, subject to FREE TRADE ALLIANCE's right to maintain reasonable deductibles in such amounts as are approved by CITY, FREE TRADE ALLIANCE shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at FREE TRADE ALLIANCE's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to CITY, in the following types and amounts:

TYPE	AMOUNT
1. Workers' Compensation	Statutory
2. Employers' Liability	$500,000/$500,000/$500,000
3. Commercial General (public) Liability Insurance to include coverage for the following: (a) Premises operation (b) Independent Contractors (c) Products/completed operations (d) Contractual liability	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 general aggregate or its equivalent in Umbrella or Excess Liability coverage
4. Business Automobile Liability: (a) Owned/Leased (b) Non-Owned (c) Hired Automobiles	Combined Single Limit for Bodily injury and Property Damage: $1,000,000 per occurrence
5. Professional Liability	$500,000 per claim

13.5 CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY, and may make a reasonable request for 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). Upon such request by CITY, FREE TRADE ALLIANCE shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

13.6 FREE TRADE ALLIANCE agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

- Add an endorsement which names CITY and its officers, employees and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under Contract with 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 CITY is an additional insured shown on the policy;

- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of CITY.

13.7 FREE TRADE ALLIANCE shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following addresses:

City of San Antonio
Economic Development Director
P.O. Box 839966
San Antonio, Texas 78283-3966

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

13.8 If FREE TRADE ALLIANCE fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, then CITY may obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have and is not the exclusive remedy for failure of FREE TRADE ALLIANCE to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon FREE TRADE ALLIANCE's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order FREE TRADE ALLIANCE to stop work hereunder and/or withhold any payment(s) which become due to FREE TRADE ALLIANCE hereunder until FREE TRADE ALLIANCE demonstrates compliance with the requirements hereof.

13.9 Nothing herein contained shall be construed as limiting in any way the extent to which FREE TRADE ALLIANCE may be held responsible for payment of damages to persons or property resulting from FREE TRADE ALLIANCE's or its sub-consultants' performance of the work covered under this Contract.

XIV. INDEMNITY

14.1 **FREE TRADE ALLIANCE COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE INCLUDING, BUT NOT LIMITED TO, PERSONAL BODILY INJURY, DEATH AND PROPERTY DAMAGE MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO FREE TRADE ALLIANCE'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF FREE TRADE ALLIANCE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF FREE TRADE ALLIANCE AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT; ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND/OR REPRESENTATIVES OF CITY UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. FREE TRADE ALLIANCE SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR FREE TRADE ALLIANCE KNOWN TO FREE TRADE ALLIANCE RELATED TO OR ARISING OUT OF FREE TRADE ALLIANCE'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT FREE TRADE ALLIANCE'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING FREE TRADE ALLIANCE OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

14.2 **IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE IS AN INDEMNITY EXTENDED BY FREE TRADE ALLIANCE TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE; PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE**

NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE. FREE TRADE ALLIANCE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

XV. SEVERABILITY

15.1 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 the 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 the 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.

XVI. CHANGES AND AMENDMENTS

16.1 Except when the terms of this Contract expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment, in writing, executed by both CITY and FREE TRADE ALLIANCE and approved by CITY Council, as evidenced by a duly-authorized ordinance.

XVII. ASSIGNMENT

17.1 Any attempt to transfer, pledge or otherwise assign this Contract without written approval shall be void *ab initio* and shall confer no rights upon any third person. Should FREE TRADE ALLIANCE attempt to assign, transfer, convey, delegate or otherwise dispose of all or any part of its right, title or interest in this Contract without CITY's written approval, CITY may, at its option, terminate this Contract and all rights, titles and interest of FREE TRADE ALLIANCE shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this Contract. The violation of this provision by FREE TRADE ALLIANCE or any termination hereof by CITY shall not release FREE TRADE ALLIANCE from any obligation under the terms of this Contract, nor shall it

relieve or release FREE TRADE ALLIANCE from the payment of any damages to CITY which CITY sustains as a result of such violation.

XVIII. ENTIRE AGREEMENT

18.1 This Contract constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the Parties hereto unless the same be in writing, dated subsequent to the date hereof, and executed by said Parties.

XIX. NOTICE

19.1 Except when the terms of this Contract expressly provide otherwise, all notices, reports and deliverables to be given or made by FREE TRADE ALLIANCE to CITY pursuant to this Contract shall be sent to:City of San Antonio
Director, Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966
or such place as may be designated by CITY from time to time in writing.

All notices reports, and documents required to be given or made by the CITY to FREE TRADE ALLIANCE pursuant to this Contract shall be sent to:

Free Trade Alliance San Antonio
203 South St. Mary's Street
Suite 130 (1st Floor)
San Antonio, Texas 78205

XX. NO PERSONAL LIABILITY

20.1 No elected official, director, officer, agent or employee of CITY shall be charged personally or held contractually liable by or to FREE TRADE ALLIANCE under any term or provision of this Contract, or because of any breach thereof, or because of its or their execution, of approval, or attempted execution of this Contract.

XXI. GOVERNING LAW

21.1 This Contract shall be governed by the laws of the State of Texas. Performance, venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXII. LEGAL AUTHORITY

22.1 The signatory of this Contract for FREE TRADE ALLIANCE represents, warrants, assures and guarantees that (s)he has full legal authority to execute this Contract on behalf of FREE TRADE ALLIANCE and to bind the FREE TRADE ALLIANCE to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

23.1 This Contract shall be binding on and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns, except as otherwise expressly provided for herein.

XXIV. SIGNATURES

24.1 FREE TRADE ALLIANCE and CITY for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained. This Contract has been executed in duplicate originals this _____ day of _____, 2013.

AGREED TO BE EFFECTIVE October 1, 2013.

CITY OF SAN ANTONIO

_____
Carlos J. Contreras III
Assistant City Manager

FREE TRADE ALLIANCE SAN ANTONIO

By: _____

Name:_____
Title: _____

ATTEST:

_____
Leticia Vacek
City Clerk

APPROVED AS TO FORM:

_____
Leslie O. Haby
Assistant City Attorney

STATE OF TEXAS	§	**AGREEMENT TO USE FUNDS OF**
	§	
COUNTY OF BEXAR	§	**THE CITY OF SAN ANTONIO**

This Agreement ("AGREEMENT") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation acting by and through its City Manager or designee pursuant to Ordinance No. 2013-09-12-_____, dated September 12, 2013 and San Antonio for Growth on the Eastside, Inc. ("SAGE"), a Texas non-profit corporation; collectively, the "Parties".

WHEREAS, the City Council (the "Council") of the CITY has recognized the community revitalization efforts and mission of SAGE to serve historically underutilized areas of the City; and

WHEREAS, in furtherance of these efforts, the Council expressed support for SAGE in its efforts to form a business assistance and community revitalization program for economic development purposes (the "Program"); and

WHEREAS, CITY has provided certain funds from its Inner City Incentive Fund (the "ICIF") and General Fund for use by SAGE as a one-time allocation from the CITY's adopted budget; and

WHEREAS, CITY designates its Center City Development Office as the City Department, acting for its City Manager, responsible for the evaluation and monitoring of this AGREEMENT (hereinafter referred to as "CCDO"). The Department of Finance and other City departments will function in a supporting role; and

WHEREAS, CITY now wishes to engage SAGE in meeting such objectives and following such procedures as described in this AGREEMENT and in ATTACHMENT I of this Contract pursuant to the Program; **NOW THEREFORE**:

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. GENERAL PROVISIONS

1. SAGE is a non-profit corporation governed by a Board of Directors with a mission of advocating and working for the area business community toward the building and sustaining of a diverse and prosperous economy.

2. SAGE, in furtherance of its mission, grants to small, diverse businesses that are unable to obtain full or partial financing through standard banking institutions.

3. SAGE agrees by the execution of this AGREEMENT to comply with any and all provisions of this AGREEMENT and accept administrative and fiscal responsibility for the use and documentation of expenditures of funds provided by CITY.

4. SAGE represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

5. The signer of this AGREEMENT for SAGE represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of SAGE and to bind SAGE to all terms, performances and provisions herein contained.

6. In the event that a dispute arises as to the legal authority of either SAGE, or the person signing on behalf of SAGE, to enter into this AGREEMENT, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT. Should CITY suspend or permanently terminate this AGREEMENT pursuant to this paragraph, however, SAGE shall be liable to CITY for any money it has received from CITY for performance of any of the provisions herein.

7. SAGE understands that the funds provided pursuant to this AGREEMENT are funds which have been made available by CITY's ICIF fund and General fund and SAGE will, therefore, comply with all rules, regulations, policies and procedures applicable to these funds as directed by CITY.

8. SAGE and CITY agree that SAGE is an independent contractor, that SAGE shall be responsible to all Parties for its respective acts and omissions, and that CITY shall in no way be responsible therefore, and that neither has authority to bind the other, or hold out to third parties that it has the authority to bind the other.

9. SAGE understands and agrees that this AGREEMENT is subject to mutual termination. Therefore, either Party shall have the option of terminating this AGREEMENT by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent. If either Party exercises the option of terminating this AGREEMENT, any and all unused funds either allocated and in possession of SAGE or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to SAGE under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to SAGE.

10. SAGE understands and agrees that this AGREEMENT may be revised and updated by and at the discretion of the City Council of the City of San Antonio. Therefore, SAGE agrees that, at such time as any revisions are so made during the Term hereof, this AGREEMENT will be amended to include such revisions. In the event that SAGE does not agree to any changes, SAGE shall have the option of terminating this AGREEMENT by giving thirty (30) days written notice to CITY. SAGE shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.

11. SAGE understands and agrees that this AGREEMENT is subject to a general reduction in funding. If and when CITY implements a reduction in the ICIF fund and/or General Fund expenditures, agreements funded by CITY's ICIF fund and/or General Fund, including this AGREEMENT may, at CITY's option, be reduced in a like manner. CITY will attempt to provide SAGE with as much advance notice of a potential funding reduction as is possible to allow SAGE to make budget adjustments.

12. In no event shall CITY be liable for any expense of SAGE not eligible or allowable hereunder.

13. Should SAGE fail to fulfill in a timely and proper manner the obligations under this AGREEMENT, as determined solely by the Director of the City's CCDO, or if SAGE should violate any of the covenants, conditions or stipulations of this AGREEMENT, CITY shall have the right to terminate this AGREEMENT by sending written notice to SAGE of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

a. Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same nor preclude CITY's termination right for successive breach of the same condition.

b. Notwithstanding the above, SAGE shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

c. In addition to the above provisions, the City Council shall have the right to terminate this Agreement at any time upon a finding by ordinance that SAGE's activities, programs or operations no longer are in the best interest of the City of San Antonio or its citizens. Adequate provisions shall be made for SAGE to be heard by the City Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.

14. Should this AGREEMENT be terminated by either Party for any reason and the program objectives not fully completed as stated in Section II of this AGREEMENT as determined solely by CITY after consultation with SAGE, SAGE shall refund unused funds either allocated and in possession of SAGE or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to SAGE under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to SAGE.

15. Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2013 and shall terminate on September 30, 2014. This AGREEMENT may be renewed annually, for up to two (2) years, subject to appropriation of funds by City Council.

16. SAGE shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent frauds and program abuse. CITY shall review, and SAGE shall allow review of, SAGE's system of internal administrative and accounting controls, as it deems necessary to ensure financial responsibility.

17. SAGE warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon any other agreement 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 SAGE or CITY.

18. SAGE may leverage funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval by CITY's CCDO.

19. SAGE is authorized to publicly acknowledge that the City of San Antonio is supportive of the objectives as described in this AGREEMENT and **ATTACHMENT I** and has contributed to the cause of realizing such objectives.

20. SAGE acknowledges that this AGREEMENT cannot be assigned without the express written consent of CITY's CCDO.

21. SAGE shall not use funds from this AGREEMENT for purposes other than those listed in Section II of this Contract without prior written consent of the CITY's CCDO.

II. SCOPE OF SERVICES

SAGE shall utilize up to three hundred fifty-eight thousand six hundred sixty-eight dollars and 0 cents ($358,668.00) provided by CITY to SAGE for the funding or partial funding of SAGE in performing its mission on behalf of the CITY, to be used by SAGE in conformance with the approved budget in **ATTACHMENT II**. The aforementioned funds shall be paid as follows:

1. SAGE shall utilize up to one hundred thousand dollars ($100,000.00) provided by CITY from its ICIF fund for the funding or partial funding of SAGE toward its Program, in compliance with **ATTACHMENT I**. All funds utilized shall be in compliance with the CITY's ICIF fund Guidelines and shall be used only for economic development purposes. These funds shall be advanced and distributed to SAGE in one amount, to be distributed soon after the effective date of a duly passed ordinance by the City Council of the City of San Antonio authorizing the execution of, and following the execution of, this AGREEMENT.

2. SAGE shall utilize up to two hundred fifty-eight thousand six hundred sixty-eight dollars and 0 cents ($258,668.00) provided by CITY from its General Fund for the funding or partial funding of SAGE for any economic development purpose. All funds utilized shall be in compliance with the CITY'S EDIF Fund Guidelines and shall be used only for economic development purposes. These funds shall be advanced and distributed to SAGE in one amount, to be distributed soon after the effective date of a duly passed ordinance by the City Council of the City of San Antonio authorizing the execution of, and following the execution of, this AGREEMENT.

3. . SAGE shall also fulfill the following requirements:

    a. SAGE shall provide CITY's CCDO with proper documentation verifying receipt of year 2013 and 2014 funding commitments from all other specified sources for SAGE, if any.

    b. SAGE shall provide CITY's CCDO quarterly budget reports outlining contributions and expenditures (to include all sources of funding).

    c. SAGE shall submit all required and requested documents to CITY's CCDO for proper review of SAGE expenditures and activities. Any requests for Fiscal Year 2015 funding must be submitted to CITY's CCDO by June 1, 2014.

4. The CITY's CCDO is assigned monitoring responsibility for this AGREEMENT. SAGE will provide CITY's staff, including internal auditors, EEO officers and other persons as designated by CITY, such as independent public accountants, access during regular business hours, as deemed necessary by CITY for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of SAGE's books, records and files on the objectives covered by this AGREEMENT. SAGE understands that CITY may require any and all books, records and files of SAGE necessary to ensure SAGE's compliance and use of generally accepted governmental accounting principles.

    a. All such records shall continue to be available for inspection and audit for a period of five (5) years after the termination date hereof. However, if an audit or investigation of SAGE begins during the course of this five-year period, then SAGE is required to maintain said records until such time as the audit or investigation is completely finished.

    b. SAGE agrees that during the term of this AGREEMENT, any duly authorized representative of CITY's CCDO shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this AGREEMENT.

c. The submission of falsified information or the failure to timely submit all information by SAGE as requested by CITY is grounds for termination of this AGREEMENT.

5. SAGE agrees to abide by the CITY's current Ethics Code or any amendment or revisions thereto. SAGE will establish safeguards to prohibit anyone whose position is funded or partially funded by this AGREEMENT from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business or other ties. CITY may, at its option, cancel this AGREEMENT for any violation of this section.

6. SAGE agrees to establish internal procedures that ensure that employees funded or partially funded by this AGREEMENT have an established complaint and grievance policy.

   a. Such grievance policy shall include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.

   b. In the event no complaint and grievance policy has been established, SAGE shall follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this AGREEMENT.

III. FISCAL MANAGEMENT

1. An accounting system using generally accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory.

2. SAGE will establish an account in a commercial bank as a depository for receipt and expenditure of all funds provided hereunder. A separate account shall be maintained for funds under this AGREEMENT to assure separation of funds, unless otherwise approved by the CITY's CCDO.

3. No fees may be charged to or donations requested from participants in any CITY-funded agreement without the prior written approval of the CITY's CCDO.

4. **To the extent allowed by law, SAGE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually 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 SAGE'S activities under this Agreement, including any acts or omissions of SAGE, any agent, officer, director, representative, employee, consultant or subcontractor of SAGE, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT SAGE AND 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.

The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SAGE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or SAGE that is known to SAGE, related to or arising out of SAGE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SAGE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving SAGE of any of its obligations under this paragraph.

5. Upon completion or termination of the objectives as described in this AGREEMENT, any unused funds, rebates or credits must immediately be returned by SAGE to CITY.

6. SAGE shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

7. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, SAGE will immediately refund such amount to CITY. SAGE further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments, if any. The CITY's CCDO has the express authority to deduct such claims from subsequent reimbursements.

8. Audit Conditions and Requirements:

   a. CITY, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements, as opposed to certifications that the Balance Sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this AGREEMENT. Following 30 days after a written request by City, SAGE shall submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.

   b. It is imperative any auditor performing an audit of SAGE read the entire AGREEMENT, including all attachments, between the CITY and SAGE, since the budget and financial compliance of the AGREEMENT is only a portion of the total contractual obligation.

   c. All CITY-funded contracts and agreements, including this AGREEMENT, are subject to periodic audits at any reasonable hour of the day by CITY auditors. This includes the auditing of both SAGE and subcontractors related to this AGREEMENT.

   d. If SAGE expends $50,000.00 or more in General Fund dollars during the term of this contract, then SAGE shall furnish the CITY'S CCDO and other City Departments designated by the CCDO with audited financial statements, prepared by an independent auditor (CPA), within one hundred and twenty (120) days of the close of SAGE's fiscal year or within thirty days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review, audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from SAGE stating whether or not

the terms and conditions of the contract were met. If the CITY determines, in its sole discretion, that SAGE 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 SAGE pay for such audit. In addition, when SAGE has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this contract, the audit shall be conducted in accordance with the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.

9. SAGE understands and agrees to abide by and adhere to applicable federal, state and CITY provisions regarding financial accounting.

IV. INSURANCE REQUIREMENTS

1. Prior to the commencement of any work under this Agreement, SAGE shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's CCDO, which shall be clearly labeled "San Antonio for Growth on the Eastside Agreement To Use Funds" 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 CCDO. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

3. SAGE's financial integrity is of interest to the City; therefore, subject to SAGE's right to maintain reasonable deductibles in such amounts as are approved by the City, SAGE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at SAGE'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.. 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	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. Damage to property rented by you	$100,000

2. Directors and Officers (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.

4. SAGE agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of SAGE herein, and provide a certificate of insurance and endorsement that names the SAGE and the CITY as additional insured. SAGE 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.

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

City of San Antonio
Attn: _Center City Development Office
P.O. Box 839966
San Antonio, Texas 78283-3966

6. SAGE 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 <u>additional insured</u> 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.

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

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

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

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

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

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

V. EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. SAGE agrees to post in a conspicuous place available to employees and applicants for employment funded or partially funded under this AGREEMENT, notices to be provided by the contracting officer setting forth the provisions of this Nondiscrimination Clause.

2. SAGE will, in all solicitations or advertisements for employees placed by or on behalf of SAGE, state that all qualified applicants will receive fair consideration for employment without regard to race, color, national origin, religion, sex, sexual orientation, age, disability, or political belief or affiliation.

3. SAGE agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Nondiscrimination Clause and any additional policies as may be required as a result of local, state or federal initiatives. SAGE will furnish all information and reports requested by CITY and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

4. In the event of SAGE's failure or refusal to comply with this Nondiscrimination Clause, this AGREEMENT may be canceled, terminated or suspended in whole or in part, and SAGE may be debarred from further contracts with CITY.

VI. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

1. SAGE further represents and warrants that:

   a. All information, data or reports heretofore or hereafter provided to CITY shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;

   b. Any supporting financial statements heretofore or hereafter provided to CITY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of SAGE on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of SAGE;

   c. No litigation or proceedings are presently pending or threatened against SAGE or if pending have been disclosed by SAGE in writing to CITY;

   d. None of the provisions contained herein contravene or in any way conflict with the authority under which SAGE is doing business, or with the provisions of any existing indenture or agreement of SAGE;

   e. SAGE has the legal authority to enter into this AGREEMENT and accept payments hereunder, and has taken all necessary measures to authorize such execution of AGREEMENT and acceptance of payments pursuant to the terms and conditions hereof; and

   f. None of the assets of SAGE are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by SAGE to CITY.

VII. LEGAL/LITIGATION EXPENSES

1. Under no circumstances will the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY. SAGE must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any adversarial proceeding against any other governmental entity or any other public entity.

2. During the term of this AGREEMENT, if SAGE files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate if it is found that SAGE has violated this Article.

3. SAGE, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

4. For purposes of this Article, "adversarial proceedings" include any cause of action filed by SAGE in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

VIII. CHANGES AND AMENDMENTS

1. Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and SAGE.

2. It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this AGREEMENT and that any such changes shall be automatically incorporated into this AGREEMENT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

IX. SEVERABILITY OF PROVISIONS

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 this 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.

X. NON-WAIVER OF PERFORMANCE

1. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall 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 CITY 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 any 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.

2. No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy available to CITY hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

3. No representative or agent of CITY may waive the effect of the provisions of this Article.

XI. SPECIAL CONDITIONS

1. All SAGE invoices for eligible expenditures pursuant to this AGREEMENT must be submitted to CITY's CCDO by SAGE no later than ninety (90) days after SAGE incurs the expense.

2. SAGE understands and agrees that SAGE is required to refund money, pursuant to 80(R) HB 1196, that SAGE has received from CITY through this Agreement, in the event of SAGE's conviction of knowingly employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

XII. ENTIRE AGREEMENT

This AGREEMENT constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or

to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

XIII. NOTICE

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

CITY:	SAGE:
Director Center City Development Office P.O. Box 839966 San Antonio, Texas 78283-3966	Executive Director San Antonio for Growth on the Eastside 1149 East Commerce Street San Antonio, Texas 78205

and

City Attorney's Office
Commerce & Visitor's Services
City Hall, 3rd Floor
San Antonio, Texas 78205

2. Notice of changes of address by any Party must be made in writing and delivered (or mailed, registered or certified mail, postage prepaid) to the other Party's last known address within five (5) business days of such change.

XIV. PARTIES BOUND

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

XV. GENDER

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

XVI. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XVII. TEXAS LAW TO APPLY

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.

XVIII. CAPTIONS

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.

EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____ 2013.

CITY OF SAN ANTONIO

_____
Carlos J. Contreras, III
Assistamt City Manager

SAN ANTONIO FOR GROWTH
ON THE EASTSIDE

_____
Jackie L. Gorman
Executive Director

ATTEST:

_____
Leticia Vacek
City Clerk

APPROVED AS TO FORM:

_____
Leslie Orton Haby
Assistant City Attorney

ATTACHMENT I

Business Assistance and Community Investment Program

STATE OF TEXAS

COUNTY OF BEXAR **FUNDING AGREEMENT**

CITY OF SAN ANTONIO

This Agreement (the "Agreement") 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 City Manager pursuant to Ordinance No. 2013-09-_____ dated September ____, 2013, and the San Antonio Zoological Society, (hereinafter referred to as "Zoo").

WITNESSETH:

WHEREAS, the Department of Parks and Recreation is designated as the managing City Department for the City; and

WHEREAS, the City has adopted a budget for expenditure of Hotel Occupancy Tax funds, and included therein is an allocation of **$306,597** funds for the San Antonio Zoo (hereinafter referred to as "Project" or "Program");

NOW THEREFORE:

The parties hereto agree as follows:

1. The Zoo will operate and open to the public a zoo of a like quality and similar operating hours as it has historically done, and carry out all activities and services in a manner satisfactory to the AZA and in compliance with the budget submitted and attached as Exhibit A.

2. In consideration, the City will pay Zoo, as requested by the Zoo from time to time for those certain expenditures set out in Exhibit A attached hereto an amount, which, in aggregate will not exceed the amount of **$306,597** (the "Funds").

3. Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2013 and shall terminate on September 30, 2014.

   (a) The Zoo understands that this Agreement will terminate as provided in this Section, and that there is no guarantee of renewal for the following fiscal year.

4. All Funds and accounts into which the Zoo may deposit the Funds will be subject to audit and review according to the City Operational Guidelines and City of San Antonio General Provisions. The City's Department of Parks and Recreation will have the authority to perform all such accounting functions or delegate all or part of the responsibility to the Zoo.

5. The Zoo shall be required to furnish the Parks and Recreation Department an audited financial statement for the budget line items funded by or through the City as set out in Exhibit A, prepared by an independent auditor (CPA) within one-hundred and twenty (120) days of the close of the Zoo's fiscal year or termination of this Agreement. In addition to the audited financial statements or program-specific audit(s), a copy of the management letter (Report on the Conduct of Audit) should be submitted.
   The financial disclosure to be provided by the Zoo to the City under the terms of the Lease shall be deemed sufficient to meet this requirement, however, the Financial Statements must be accompanied by a schedule of receipts and disbursements by budgeted cost category for each of the line items to be funded by or through the City as listed in Exhibit A.

   Zoo shall also ensure that a copy of the audited financial statements and any management letter be sent from the office of the independent auditor directly to the City of San Antonio, Office of the City Auditor with a copy to the Department of Parks and Recreation.

6. Payment and financial transactions shall be as follows:

   (a) payments shall be made upon receipt of billing from the Zoo;

   (b) Zoo agrees that all request for reimbursement shall be accompanied with documentation stating where requested funds are allocated in Exhibit A, in a manner as may be reasonably required by the Department of Parks and Recreation;

   (c) the final request for payment to the City must be submitted not later than sixty (60) days after the contract end date;

   (d) an accounting system which accurately reflects all costs chargeable (paid and unpaid) with the Funds is mandatory. A Receipts and Disbursements Ledger of paid invoices relating to the matters set out in Exhibit A must be maintained which will reflect paid invoices revealing check number, date paid and evidence of goods or services received;

   (e) all records and files on matters funded by this Agreement will be open for inspection and audit at any reasonable time during the term hereof by representatives of the City or the State or Federal Government, and shall continue to be so available for a period of three (3) years after the termination date hereof. If at the end of three (3) years, there is litigation or if the audit report covering such Agreement has not been accepted, the Zoo shall retain the records until the resolution of such litigation or audit.

   (f) the City shall not be obligated to any third parties (including any subcontractors of the Zoo);

   (g) Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Zoo for failure to comply with this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Zoo is not in compliance with this Agreement.

7. The City's Department of Parks and Recreation is assigned monitoring, fiscal control, and evaluation of the Zoo's use of Funds as set out in Exhibit A. Therefore, at such times and in such form as may be required, the Zoo shall furnish such statements, records, data, and information and permit such interviews with personnel and board members pertaining to the matters covered by this Agreement.

8. Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any audit, the Zoo will refund such amount to the City. The Zoo further authorizes the City to deduct such amount or charge as a claim against future payments.

9. The Zoo warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the sums to be paid under the terms of this Agreement 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.

10. The Zoo agrees that neither the program nor the funds provided therefore, nor the personnel employed in the administration of the program, shall be in any way or in any extent engaged in the conduct of political activities in violation of its tax-exempt status. Prohibited activities include, but are not necessarily limited to, the assignment by the Zoo of any employee in the agency to work for or on behalf of a political activity, to take part in voter registration activities, to provide voters and prospective voters with transportation to the polls, or to participate in partisan political activities, such as lobbying, collecting funds, making speeches, assisting at meetings, doorbell ringing, and distributing political pamphlets in an effort to persuade others of any political view.

11. The Zoo agrees that under no circumstances will the Funds received under this Agreement 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.

12. Zoo 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.

13. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Zoo and evidenced by passage of a subsequent City ordinance, as to City's approval.

14. The Zoo shall not assign or transfer the Zoo's interest in this Agreement without the written consent of the City Council of San Antonio. Any attempt to transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

15. For purposes of this Agreement, all official communications and notices among 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 Parks and Recreation
114 West Commerce Street, 11th Floor
San Antonio, Texas 78205

ZOO
San Antonio Zoological Society
3903 N. St. Mary's Street
San Antonio, Texas 78212-3199

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. No elected official, director, officer, agent or employee of City or Zoo shall be charged personally or held contractually liable by or to City or Zoo under any term or provision of this Agreement, or because of any breach thereof, or because of its or this execution, approval, or attempted execution of this Agreement.

17. The Zoo will adhere to City of San Antonio policies and procedures, as they now exist or as they may subsequently be adopted, in all respects, so that Zoo's policies will be no more liberal than the City of San Antonio's policy and procedures. These are highlighted in Operational Guidelines and General Provisions for the City of San Antonio Funded Projects, and may be amended from time to time to reflect any subsequent Operational Guidelines and General Provisions incorporating City policies and procedures.

18. 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 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 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 this 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.

19. Should the Zoo fail to fulfill, in a timely and proper manner, obligations under this Agreement and (i) it shall not correct any such failure within sixty (60) days following the date the City provides the Zoo of written notice of such violation, or (ii) if such default cannot be reasonably cured within sixty (60) days of such notice, if the Zoo has failed to begin to cure such matter within sixty (60) day period and diligently pursue such cure thereafter, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Zoo of such termination and specify the effective date thereof. The Zoo 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.

20. All of the work performed under this Agreement by the Zoo 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.

21. Words of any gender used in this Agreement 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.

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

23. 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 supersedes all prior negotiations, representations, or agreements, either oral or written.

In witness of which this Agreement has been executed effective the _____ day of _____, 2013.

CITY OF SAN ANTONIO:

_____
Xavier D. Urrutia, Director
Parks and Recreation Department

_____

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTING AGENCY:

_____
San Antonio Zoological Society
3903 N. St. Mary's Street
San Antonio, Texas 78212-3199

_____
J. Stephen McCusker
Executive Director

_____

Exhibit A

San Antonio Zoo
City of San Antonio Grant
Proposed Uses Fiscal Year 2014

Marketing & Public Affairs	
Media Outlets	$200,000
Production Cost	15,000
Brochures/Handouts	20,000
Membership Expense	
Direct Mail	61,597
Magazine Expense	10,000
Total	**$306,597**

Contract #

Senior Nutrition Program (SNP)
Site Lease Agreement for Governmental Entities
With

_____

This Agreement (hereinafter referred to as "Lease Agreement") is made and entered into by and between _____, (hereinafter referred to as "LANDLORD") and the City of San Antonio (hereinafter referred to as "TENANT"), a Texas Municipal Corporation, acting by and through its Department of Human Services Director, or her designated representative pursuant to Ordinance No. _____, passed and approved on _____.

[The following section may be multiplied and/or revised as necessary for multiple center locations:]

1. For and in consideration of the public benefit to be derived from TENANT's operation of its Senior Nutrition Program, LANDLORD hereby leases to TENANT that portion of the _____ located at _____ described as the _____ (hereinafter referred to as the "Leased Premises").

2. The term of the Lease Agreement shall commence on _____, 2013, and shall remain in full force and effect for an initial term of one (1) year and may be automatically renewed for up to three (3) consecutive one-month periods; provided however, either LANDLORD or TENANT can terminate this Lease Agreement upon thirty (30) days written notification to the other party and this Lease Agreement may be amended upon the signed written agreement of both parties. This Agreement terminates and supersedes all prior lease agreements between Lessor and Lessee for the provision of senior services.

3. TENANT shall have the right to occupy and use the Leased Premises only for the purpose of providing nutrition services for persons 60 years of age or older and their spouses, regardless of the spouse's age, Monday through Friday during the hours of ___ a.m. to ___ p.m.

4. TENANT shall not assign the Lease Agreement.

5. LANDLORD represents and warrants that the Leased Premises are in compliance with the applicable accessibility requirements for facilities under the American with Disabilities Act, as amended.

6. TENANT shall not conduct or permit to be conducted on the Leased Premises any activities or events that violate the law, or that constitute a nuisance or hazard. Any attempt by TENANT to conduct or permit such activities or events shall be good cause for immediate termination of the Lease Agreement by LANDLORD.

7. TENANT shall comply with all laws, regulations, and ordinances applicable to the Leased Premises.

8. TENANT shall have the sole responsibility to secure in TENANT's name any permits or licenses required for TENANT's activities or events held on the Leased Premises.

[The following sections 9-16 may be revised as necessary:]

9. LANDLORD will not charge TENANT rent or any other fee for the use of the Leased Premises as set out in the Lease Agreement.

10. Each party agrees to clean the Lease Facility after use for the use of the other party.

11. TENANT acknowledges that it has fully inspected the Leased Premises and on the basis of such inspection TENANT accepts the Leased Premises as suitable for the purpose for which it is leased including building, furnishings, fixtures, and equipment.

12. LANDLORD shall be responsible for the adequate maintenance and repair of the Leased Premises, to include but not be limited to: the parking lot, roof, floors, HVAC system, electrical systems, plumbing, extermination, structural soundness of the building, and any other premises defect or deficiency affecting the health or safety of the seniors and visitors. Should the Leased Premises no longer be suitable for TENANT's intended purposes, TENANT may immediately terminate this Lease Agreement.

13. TENANT shall not have the use of any furnishings and equipment within the Leased Premises with the exception of the tables, the chairs, the kitchen, and all the kitchen equipment.

14. TENANT shall provide and keep in force during the term of the Lease Agreement insurance covering TENANT's liability for personal injury and property damage in an amount not less than $500,000.00 or TENANT can be self-insured for that amount.

15. Throughout the term of the Lease Agreement, TENANT and its representatives, agents, and employees, shall have first priority to all parking spaces adjacent to the Leased Premises during the hours of ___ a.m. to ___ p.m. LANDLORD may utilize the parking lot area for parking during all other hours.

16. All notices to be given under the Lease Agreement shall be in writing and shall either be personally served against a written receipt therefor or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address that appears below. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date:

    LANDLORD:

    With a copy to:

    TENANT:

Senior Services Division
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

With a copy to: City Clerk
City of San Antonio
P.O. Box 839966
2nd Floor
San Antonio, Texas 78283-3966

17. The Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Bexar County, Texas. Venue for any legal action, claim or dispute arising directly or indirectly as a result of this Lease Agreement shall be in Bexar County, Texas.

18. The Lease Agreement constitutes the final and entire agreement between LANDLORD and TENANT and contains all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the subject matter of the Lease Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the parties.

EXECUTED THIS _____ DAY OF _____, _____.

LANDLORD:

By: _____
[Name]
[Title]

TENANT:

By: _____
Melody Woosley, Interim Director
Department of Human Services
City of San Antonio

ATTEST:

By: _____
[name]
County Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

APPROVED AS TO LEGAL FORM:

Susan Reed
Criminal District Attorney

By: _____
[name]
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

_____
[name]
County Auditor

_____
[name]
Executive Director/Budget Officer
Planning & Resource Management Department

Contract #

Senior Nutrition Program (CNP)
Site Lease Agreement for Non-Governmental Entities
With

_____

This Lease Agreement is made and entered into by and between the City of San Antonio (hereinafter referred to as "Lessee"), a Texas Municipal Corporation, acting by and through the Director of the Department of Human Services, or her designated representative, pursuant to _____, passed and approved on _____ and _____ (hereinafter referred to as "Lessor") acting by and through _____.

WITNESSETH:

1. For and in consideration of the mutual agreements considered herein and subject to the terms and conditions hereinafter stated, Lessor hereby leases to the Lessee that portion of _____ located at _____ (hereinafter referred to as the "Leased Premises").

2. Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on _____, 2013 and shall remain in full force and effect for an initial term of one (1) year, and may be automatically renewed for up to three (3) consecutive one-month periods; provided however, either Lessor or Lessee can terminate this Agreement upon thirty (30) days written notification to the other party or this Agreement may be amended upon the signed written agreement of both parties. This Agreement terminates and supersedes all prior lease agreements between Lessor and Lessee for the provision of senior services.

3. The Lessee shall have the right to occupy and use the Leased Premises from Monday through Friday, from ___a.m. to ___p.m. (the "Project Hours") for the following purpose and no other, and this tenancy shall not be assigned or sublet: to provide nutrition services for persons 60+ years of age and their spouses, regardless of spouse's age.

4. Lessor represents and warrants that the Leased Premises are in compliance with the applicable accessibility requirements for facilities under the American with Disabilities Act, as amended.

5. Lessee shall not conduct or permit to be conducted on the Leased Premises any activities or events which violate the law, constitute a nuisance or hazard, or which in the opinion of the Lessor would offend the sensibilities of the people living in the area. Any attempt by Lessee to conduct or permit such activities or events shall be good cause for immediate termination of the Lease Agreement by Lessor. Lessor shall notify the Lessee of the offending activity or event and give Lessee the opportunity to correct the situation to Lessor's satisfaction. In the event that Lessor is dissatisfied with Lessee's corrective action, Lessor may terminate the Lease Agreement with seven (7) calendar days' notice so that Lessee is given adequate opportunity to make alternate arrangements and minimize interruption of service to seniors.

6. Lessee shall comply promptly with all laws, rules and orders of federal, state, and municipal governments and their departments and agencies applicable to the Leased Premises.

7. Lessee shall have the sole responsibility to secure in Lessee's name any permits or licenses required for Lessee's activities or events held on the Leased Premises, except as determined by Lessor.

8. Lessee shall pay $_____ monthly to the authorized representative of Lessor for the time reserved in paragraph 2 of this Lease. Said sum is to be paid to Lessor's representative not later than one week prior to the commencement of the activities scheduled. Monthly payments are due between the 1st and 15th of each month.

9. Lessor agrees and understands that Lessee has projected costs for this Lease Agreement and Lessee expects to pay all obligations of the Lease Agreement from projected revenue sources, but all obligations of Lessee are subject to annual appropriation by the San Antonio City Council or, if applicable, availability of State of Texas or Federal grant funds, in future years after the City of San Antonio fiscal year ending September 30, 2014 should this Lease Agreement continue for any additional period or periods beyond such date. If City Council does not

appropriate funds for any given year of this Lease Agreement or if grant funds are not received from the State or Federal government, then this Lease Agreement shall automatically terminate without recourse to Lessor.

10. The Lessee acknowledges that it has fully inspected the Leased Premises and on the basis of such inspection Lessee hereby accepts the Leased Premises as suitable for the purpose for which same is leased including any building, furnishings, fixtures, and equipment.

[The following sections 11-15 may be inserted and/or revised as necessary:]

11. Lessor shall be responsible for the adequate maintenance and repair of the Leased Premises, to include but not be limited to, the parking lot, roof, floors, HVAC systems, electrical systems, plumbing, the structural soundness of all buildings, and any other premises defect or factor affecting the health and safety of seniors and visitors. Should the Lessor not adequately maintain or repair the Leased Premises as set forth in this section, Lessee may elect to terminate this Lease Agreement upon seven (7) calendar days written notice.

12. Each party agrees to clean the Leased Premises after use for the use of the other party.

13. Time is of the essence with reference to all payments and time of tenancy and any extra time for any reason desired by Lessee must first be approved in writing by the Lessor's representatives and must be paid for in accordance with the current rules and regulations governing the rental fees for the subject facility.

14. Lessor shall pay for all fees and costs for electricity, extermination, gas, water, wastewater, and garbage.

15. It is expressly understood and agreed that Lessee shall not have the use of any furnishings and equipment within said Leased Premises with the exception of any item described as follows: Tables and chairs in the Leased Premises, the kitchen, and all the kitchen equipment.

16. Lessee shall provide and keep in force during the term of this Lease Agreement, liability insurance covering Lessee for liability to the extent permitted by law, for property damage and personal injury in an amount not less than $500,000.00, or be self-insured to the applicable limit.

17. **LESSOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the LESSEE and the elected officials, employees, officers, directors, volunteers and representatives of the LESSEE, 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 LESSEE directly or indirectly arising out of, resulting from or related to LESSOR'S activities under this LEASE AGREEMENT, including any acts or omissions of LESSOR, any agent, officer, director, representative, employee, consultant or subcontractor of LESSOR, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this LEASE AGREEMENT, all without however, waiving any governmental immunity available to the LESSEE under Texas law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF LESSEE, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF LESSEE, UNDER THIS LEASE AGREEMENT. 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.**

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

It is the EXPRESS INTENT of the parties to this LEASE AGREEMENT, that the INDEMNITY provided for in this section (Section 15), is an INDEMNITY extended by LESSOR to INDEMNIFY, PROTECT and

HOLD HARMLESS, the LESSEE from the consequences of LESSEE's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section shall apply only when the NEGLIGENT ACT of the LESSEE is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the LESSEE is the sole cause of the resultant injury, death, or damage. LESSOR further AGREES to DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE LESSEE and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

18. Throughout the term of this Lease Agreement, Lessee and its representatives, agents and employees, shall have first priority to all parking spaces adjacent to the Leased Premises during Project Hours. Lessee recognizes that Lessor may utilize the parking lot area for parking during non-Project Hours.

19. Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery, or in writing by certified mail, postage prepaid, return receipt requested.

LESSOR:

LESSEE: Senior Nutrition Program
Senior Services Division
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

with a copy to the City Clerk, City of San Antonio, P.O. Box 839966, 2nd floor, San Antonio, Texas 78283-3966.

20. This Lease 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. Venue for any legal action, claim or dispute arising directly or indirectly as a result of this Lease Agreement shall be in Bexar County, Texas.

21. This Lease Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise regarding the subject matter of this Lease Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the parties.

AGREED TO THIS _____ DAY OF _____, 2013.

LESSOR:

_____
[Authorized Representative Signature]

_____
Title

_____
Date

LESSEE:

_____
Melody Woosley, Interim Director
Department of Human Services
City of San Antonio

_____
Date

APPROVED AS TO FORM:

_____
Assistant City Attorney

STATE OF TEXAS **Contract #_____**

COUNTY OF BEXAR

CITY OF SAN ANTONIO

SENIOR NUTRITION PROGRAM
VENDOR SITE AGREEMENT
WITH
_____

This Agreement 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._____ and _____ (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Senior Nutrition Program ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Human Services is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Human Services, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at _____, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

[The following article may be revised as appropriate:]

I. Consideration

1.1 The Vendor shall 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 / Project Requirements set forth in Article IV of this Agreement at the Center.

1.2 In consideration, the City shall pay Vendor on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of $_____ for Congregate Site Management. This fixed unit rate is the gross receipt amount. **[City shall also reimburse Vendor a monthly amount of $_____, not to exceed an annual total of $_____, for operational costs associated with the Project and billed to the City pursuant to Section 1.4 of this Agreement.]**

1.3 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.

1.4 Payment and financial transactions shall be as follows:

(a) Reimbursement to the Vendor on a fixed unit rate price by the City's Department of Human Services shall be made monthly upon receipt of billing from the Vendor. Vendor shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I.

(b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement.

(c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Human Services.

i. The Vendor shall be reimbursed only for those meals served pursuant to this Agreement, **[and a monthly reimbursement up to $_____ for operational costs pursuant to Section 1.2 of this Agreement.]**

(d) Vendor shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. Vendor shall maintain a Receipts and Disbursements Ledger. Vendor shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.

(e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.

(f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Vendor is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All other program income collected by Vendor during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4 herein. The Vendor shall comply with the provisions of the **Department of Human Services Cash Handling Procedures**, which is attached hereto and incorporated herein for all purposes as **Attachment II**.

(g) The Vendor shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.

(h) Vendor costs or earnings under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

2.1 If the Vendor has failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if the Vendor has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on _____, 2013 and shall remain in full force and effect for an initial term of one (1) year, and may be automatically renewed for up to three (3) consecutive one-month periods, unless amended or terminated pursuant to the terms of this Agreement. This agreement terminates and supersedes all prior site agreements between City and Vendor for the provision of senior nutrition services.

[The following article may be revised to include further requirements as appropriate:]

IV. Scope of Work / Project Requirements

4.1 City may enforce, or waive enforcement of any of, the terms of this Agreement without prejudice to any rights or remedies (whether set forth in this Agreement or provided for by law or in equity) which might otherwise be available to the City.

4.2 Vendor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City, in compliance with the **Scope of** Work affixed hereto and incorporated herein for all purposes as **Attachment III**, and in compliance with the **Senior Nutrition Program (SNP) Operations Manual** attached hereto and incorporated herein for all purposes as **Attachment VI**.

4.3 Collection of fees and donations for meals:

4.3.1 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible, for a fee, if the provision of this meal does not deprive an eligible Project participant of a meal.

4.3.2 The Vendor shall provide a voluntary opportunity for eligible Project participants to donate to the cost of services while protecting the individual's privacy.

4.3.3 The Vendor shall safeguard and account for such contributions as program income in accordance with the **SNP Operations Manual** in **Attachment VI**, and shall forward all contributions to the City monthly on dates to be specified by the City's Department of Human Services' Senior Services Division. Vendor shall handle all program income in accordance with the **Cash Handling Procedures** in **Attachment II** and Section 1.4(f) of this Agreement.

4.3.4 Vendor shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.

V. Applicable Laws and Regulations

5.1 Vendor 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 and County of Bexar in its performance of all of the work under this Agreement.

5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.

5.3 The Vendor agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.

5.4 The Vendor shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as **Attachment IV**. Vendor shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, attached hereto and incorporated herein as **Attachment V**.

5.5 The Vendor providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.

5.6 **[The following sentence shall be inserted as necessary:]** 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, Vendor agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor 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.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.6.1 The Vendor agrees not to hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.

5.7 The Vendor 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 Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.

5.8 Vendor 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.

5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. 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 Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with *Alamo Area Council of Governments and/or City of San Antonio* rules and regulations, shall have the final authority to render or secure an interpretation.

5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:

(a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.

(b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between $25,000 to $200,000 or for contracts over $200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of Economic Development, including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development,

will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in $1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

(c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of Economic Development.

5.11 Additionally, Vendor shall comply with the following:

(a) Local Government Records Act of 1989 and the official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
(b) Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor 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 Agreement. The Vendor 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.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.13 Vendor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.

VI. Reporting Requirements

6.1 The Department of Human Services is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Human Services, the Vendor shall furnish to the Department of Human Services and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.

6.2 The Vendor shall submit to the Department of Human Services such reports as may be required by AACOG and/or City.

6.3 Vendor 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, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor 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, Vendor shall give the Director of the Department of Human Services prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 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 Agreement. Upon termination of this Agreement, Vendor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.

6.4 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 Vendor receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor 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 Vendor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor's receipt of such request.

6.5 In accordance with Texas law, Vendor 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, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.

6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees to turn over to City all such records upon termination of this Agreement. Vendor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction. The Department of Human Services shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.

6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees to submit to such monitoring and evaluation.

6.8 The Vendor shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure

of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor 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 Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.

7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor 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 Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.

7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.

[The following section may be inserted and/or revised as necesssary:]

7.4 Notwithstanding the provisions set forth in section 7.1, 7.2, and 7.3 of this Agreement, should the Vendor not adequately repair or maintain the premises, to include but not be limited to: the parking lot, roof, foundation, floors, HVAC system, electrical systems, plumbing, the structural soundness of all buildings, and any other premises defect or deficiency affecting the health or safety of seniors and Project visitors, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.

7.5 Notwithstanding the provisions of any other section in this Article, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.

7.6 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.

7.7 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.

7.8 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

8.1 Vendor agrees to comply with the following insurance provisions:

(a) Vendor shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Vendor. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Human Services.

(b) Vendor shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Vendor. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Human Services.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

VENDOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually 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 VENDOR'S activities under this AGREEMENT, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLIE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPROTIONED 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.

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.

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

X. Legal Requirements

10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement 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.

10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

11.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Vendor without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XII. Subcontracting and Assignment

12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Human Services.

XIII. Independent Contractor

13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

14.1 For purposes of this Agreement, all official communications and notices among 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

Vendor
_____
_____
_____

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.

XV. Venue

15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be bought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

16.1 Words of any gender used in this Agreement 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.

XVII. Licensing/Training

17.1 Vendor warrants and certifies that Vendor 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.

17.2 Vendor shall ensure that the Center Manager is Food Manager Certified, as required under state and local law, within 90 days of hire, and that staff maintain certification.

17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.

18.2 Vendor will refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

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

XX. Emergency Management

20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

21.1 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 supersedes all prior negotiations, representations, or agreements, either oral or written.

21.2 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 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 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 this 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.

XXII. Acceptance of Agreement

22.1I the undersigned, certify that I have read and understand the terms of this Agreement and that the entity for which I execute this Agreement will abide by them. I further certify that I am authorized to sign for this Vendor.

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

CITY OF SAN ANTONIO:

_____
Melody Woosley, Interim Director
Department of Human Services

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR:

_____
Authorized Signature

_____
(Name of Contractor)

_____
(Street Address)

_____
(City, State, Zip Code)

ATTACHMENTS
[to be numbered correctly accordance with the contract sections above:]

Attachment I – Project Roster Due Date Schedule
[Attachment II – Cash Handling Procedures
Attachment III – Scope of Work
Attachment IV – AACOG Policies & Procedures
Attachment V – Texas Administrative Code Nutrition Services Requirements
Attachment VI – Senior Nutrition Program (SNP) Operations Manual]

Attachment I

[INSERT THE PROJECT ROSTER DUE DATE SCHEDULE]

DRAFT

Attachment II

[INSERT THE DHS CASH HANDLING PROCEDURES]

DRAFT

Attachment III

[INSERT THE SCOPE OF WORK]

DRAFT

Attachment IV

[INSERT THE AACOG POLICIES & PROCEDURES]

DRAFT

Attachment V

[INSERT THE TEXAS ADMINISTRATIVE CODE NUTRITION SERVICE REQUIREMENTS]

DRAFT

Attachment VI

[INSERT THE SENIOR NUTRITION PROGRAM (SNP) OPERATIONS MANUAL]

DRAFT

STATE OF TEXAS **Contract #_____**

SENIOR NUTRITION PROGRAM
VOLUNTEER SITE [or SITE-LEASE] AGREEMENT
WITH

COUNTY OF BEXAR

_____

CITY OF SAN ANTONIO

This Agreement 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 ("hereinafter referred to as "Director") of the Department of Human Services pursuant to Ordinance No. _____, passed and approved on _____, 2013, and _____ (hereinafter referred to as "Volunteer") located at _____, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Senior Nutrition Program ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Human Services is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Human Services, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at _____, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

1.1 The Volunteer shall 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 / Project Requirements set forth in Article IV of this Agreement at the Center.

1.2 **[The following may be inserted as appropriate:**

For Site Agreements:

In consideration, the City shall provide at no cost to the Volunteer, meals for consumption by the Center members ages 60 and older.

For Site-Lease Agreements:

In consideration, the City shall provide at no cost to the Volunteer, meals for consumption by the Center members ages 60 and older. As additional consideration, City shall pay an annual fee of $_____ to Volunteer for costs associated with site use from Monday through Friday.**]**

1.3 Volunteer shall refer all individuals requesting services to the City's Department of Human Services, Senior Services Division's Community Services Supervisor for eligibility determination.

1.4 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Human Services, Senior Services Division.

II. Agreement Period

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on **October 1, 2013** and shall remain in full force and effect for an initial term of one (1) year, and may be automatically renewed for up to three (3) consecutive one-month periods, unless amended or terminated pursuant to the terms of this Agreement. This agreement terminates and supersedes all prior site **[or site-lease]** agreements between City and Volunteer for the provision of senior nutrition services.

III. Collection of Meal Fees and Donations for Meals

3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Senior Nutrition Program (SNP) Operations Manual, which is attached hereto and incorporated herein as **Attachment I**.

3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.

3.3 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services, in accordance with in accordance with or otherwise provided for in the City's SNP Operations Manual in **Attachment I**. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.

3.4 Volunteer shall account for and report to the City funds received by Volunteer from eligible Project recipients, guests of eligible Project recipients, and visitors to the Center, as prescribed in the SNP Operations Manual in **Attachment I**.

3.5 All meal fees and donations collected by Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Department of Human Services' Senior Services Division. Volunteer shall comply with the provisions of the Department of Human Services Cash Handling Procedures, attached hereto and incorporated herein for all purposes as **Attachment IV**.

[The following article may be revised to include further requirements as appropriate:]

IV. Scope of Work / Project Requirements

4.1 City may enforce, or waive enforcement of any of, the terms of this Agreement without prejudice to any rights or remedies (whether set forth in this Agreement or provided for by law or in equity) which might otherwise be available to the City.

4.2 Volunteer 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 affixed hereto and incorporated herein for all purposes as **Attachment II [*for multi-center sites*: for each nutrition center site listed on Attachment III]**.

V. Applicable Laws and Regulations

5.1 Volunteer 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 and Bexar County in its performance of all of the work under this Agreement.

5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department of Aging and Disability Services (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.

5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's SNP Operations Manual in **Attachment I**. Volunteer shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements. Said requirements are also set forth in the City's SNP Operations Manual.

5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.

5.5 Volunteer 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.

[The following section shall be inserted as necessary:]

5.6 As a party to this Agreement, Volunteer 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, Vendor agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended.

VI. Reporting Requirements

6.1 The Department of Human Services is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Human Services, the Volunteer shall furnish to the Department of Human Services and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of this Agreement, and may result in the termination of this Agreement.

6.2 Volunteer shall submit to the Department of Human Services such reports as may be required by AACOG and/or City.

6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.

6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.

7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).

7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

[The following section may be inserted and/or revised as necessary:]

7.4 Notwithstanding the provisions of any other section in this Article, should the Volunteer not adequately repair or maintain the premises to the satisfaction of the City, to include but not be limited to the parking lot, roof, foundation, floors, HVAC system, electrical systems, plumbing, the structural soundness of all buildings, and any other premises defect or deficiency affecting the health and safety of seniors and Project visitors, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

VIII. Insurance

8.1 Volunteer agrees to comply with the following insurance provisions:

(a) Volunteer shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Volunteer. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Human Services.

(b) Volunteer shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Volunteer. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Human Services.

[The following article may be revised as appropriate for political subdivisions:]

IX. Indemnity

9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(a) Volunteer covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Volunteer's activities under this Agreement, including any acts or omissions of Volunteer, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-volunteer of Volunteer, and their respective officers, agents, employees, directors and representatives while in the exercise of 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 Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. 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. Volunteer shall promptly advise the City in writing of any claim or demand against the CITY or Volunteer known to Volunteer related to or arising out of Volunteer's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Volunteer's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Volunteer of any of its obligations under this paragraph.

(b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Volunteer to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section

SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VOLUNTEER further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Amendments

10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XI. Subcontracting and Assignment

11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Human Services.

11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Human Services. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

XII. Independent Contractor

12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.

12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

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

CITY

Social Services Manager
Senior Nutrition Program
Senior Services Division
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

VOLUNTEER

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.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement 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.

XVI. Authority to Contract

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

XVII. Entire Agreement

17.1 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 supersedes all prior negotiations, representations, or agreements, either oral or written.

17.2 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 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 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 this 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.

XVIII. Acceptance of Agreement

18.1 I the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

This Agreement has been executed effective as of the last party to sign below, the ___ day of _____, _____.

CITY OF SAN ANTONIO:

_____
Melody Woosley, Interim Director
Department of Human Services

APPROVED AS TO FORM:

_____
Assistant City Attorney

VOLUNTEER:

_____
Authorized Signature

_____
Title

_____
Printed Name

ATTACHMENTS
[To be revised as listed and in accordance with the Agreement above:]

Attachment I – Senior Nutrition Program (SNP) Operations Manual
Attachment II – Scope of Work
[Attachment III – (for multi-site locations)
Attachment III/IV – Senior Center Standards
Attachment IV/V – Cash Handling Procedures]

Attachment I

[INSERT THE SENIOR NUTRITION PROGRAM OPERATIONS MANUAL]

Attachment II

[TO INSERT THE SCOPE OF WORK]

Attachment III

[TO INSERT THE MULTI-SITE LOCATIONS, IF NEEDED]

Attachment [III/IV]

[TO INSERT THE SENIOR CENTER STANDARDS]

Attachment [IV/V]

[TO INSERT DHS CASH HANDLING PROCEDURES]

City of San Antonio
PROFESSIONAL SERVICES CONTRACT
COSA Operations FY2014
Solar San Antonio, Inc.

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager as authorized by City Council on September 12, 2013 pursuant to Ordinance No. 2013-09-12-_____, and Solar San Antonio, Inc., a Texas non-profit corporation, by and through its Chairman, William Sinkin, (hereinafter referred to as "CONSULTANT"), both of which may be collectively referred to as the "Parties".

WHEREAS, the CITY has negotiated with the CONSULTANT to provide consulting services (hereinafter referred to as "the Project"); and

ACCORDINGLY, the parties agree to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

I. TERM

1.1 This CONTRACT shall commence on October 1, 2013, and shall terminate on September 30, 2014 unless earlier termination or extension shall occur pursuant to any provision hereof.

II. CONTRACT PRICING AND BILLING

2.1 The total of all payments and obligations made and incurred by CITY under this CONTRACT, in consideration for Consultant's performance of services under this CONTRACT, shall not exceed the total amount of sixty thousand dollars (<u>$60,000.00</u>).

2.2 Unless otherwise provided for in the "Solar San Antonio City of San Antonio Operations Contract Proposed Scope of Services FY 2014" dated _____, 2013, attached hereto and incorporated herein as **Attachment A**, an initial invoice, based on the payment terms set forth in Section 2.1 of this CONTRACT and consistent with the number of hours actually worked by CONSULTANT, will be billed to the CITY thirty (30) days after the execution date of the CONTRACT and, after initial billing, invoices consistent with the above will be submitted every thirty (30) days thereafter until the completion of the CONTRACT. The information contained in such invoices shall be in such detail as may be required by CITY. CITY shall pay CONSULTANT upon the delivery by CONSULTANT to CITY of an invoice and the approval of said invoice by the Director of the Office of Environmental Policy. Upon approval of the invoice by CITY, CITY shall pay CONSULTANT no later than

thirty (30) days after the date of such approval; provided, however, that such approval shall be based upon satisfactory completion of the work described in Attachment A. The question of satisfactory completion of said work shall be determined by the CITY alone and its decision shall be final.

2.3 Final Payment due under the CONTRACT will not be paid until the all work, reports, data, documents and any other unfinished services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY, as meeting all the tasks required hereunder in Section 3.1. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.

2.4 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONSULTANT, including any subcontractors, for payment of any monies for provision of any goods or services.

2.5 All expenses necessary to provide and complete the services required hereunder, including any travel, project related and administrative expenses, shall be included in the total costs of the CONTRACT referenced in Section 2.1 of the CONTRACT.

III. SCOPE OF SERVICES

3.1 The CONSULTANT will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the CITY and in compliance with the "Solar San Antonio City of San Antonio Operations Contract Proposed Scope of Services FY2013-2014", dated _____, 2013, attached hereto as Attachment A. Goals, objectives and performance standards for the Project will be established by the CITY'S Office of Environmental Policy and CONSULTANT agrees to comply with said goals, objectives and performance standards. The CONSULTANT understands and agrees that Attachment A is fully incorporated herein verbatim for all purposes, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the CONSULTANT.

IV. TERMINATION

4.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.

4.2 TERMINATION WITHOUT CAUSE: The CONTRACT may be canceled by either party upon thirty (30) calendar days written notice, evidenced by a U. S. Postal Mail Return Receipt Requested for certified delivery, or an affidavit of personal delivery, provided such notice specifies an effective date of termination, which termination date shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is actually received by the other party or the certified mail receipt evidences delivery. If the notice does not specify a date of termination, the effective date of termination shall be

thirty (30) calendar days after receipt of the notice by the other party or evidence of certified mailing as described above. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date.

4.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

4.4 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 CONTRACT shall automatically terminate as of the effective date of such prohibition.

4.5 EFFECT OF TERMINATION: The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT'S sole cost and expense.

4.6 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination.

4.7 Upon termination or cancellation of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) calendar days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY or its employees. No waiver of existing default shall be deemed to waive any subsequent default.

4.8 In the event that through action or no action initiated by the CITY of San Antonio, the CITY'S legislative body does not appropriate funds for the continuation of a CONTRACT and has no funds to do so from other sources, the CONTRACT may be terminated. To effect this termination, the CITY shall, 30 days prior to the period for which funds are not appropriated, send the CONSULTANT written notice stating that the City of San Antonio failed to appropriate funds.

4.9. 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.

V. INDEPENDENT CONTRACTOR

5.1 It is expressly understood and agreed that the CONSULTANT is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the CITY shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

5.2 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.

5.3 Any and all of the employees of the CONSULTANT, wherever located, while engaged in the performance of any work required by the CITY under this CONTRACT shall be considered employees of the CONSULTANT 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 CONSULTANT.

VI. CONFIDENTIALITY

6.1 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this CONTRACT shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives any such request, CONSULTANT shall forward such request to CITY immediately.

6.2 CONSULTANT shall establish a method to secure the confidentiality of records and information that CONSULTANT may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

6.3 CONSULTANT shall comply with the confidentiality procedures pertaining to records and other information in accordance with the applicable Federal laws, State laws, the San Antonio City Charter, City ordinance, rules and regulations.

6.4 If the CONSULTANT receives inquiries regarding documents within their possession pursuant to the CONTRACT, the CONSULTANT shall immediately forward such request to the CITY for disposition.

VII. OWNERSHIP OF DOCUMENTS

7.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City;

and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

7.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

7.3 In accordance with Texas law, CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of CONSULTANT pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONSULTANT.

The term "*local government record*" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

7.4 The intellectual work products, if any that result from this Contract shall be owned by the CITY, and as such are public property.

VIII. INTELLECTUAL PROPERTY

8.1 CONSULTANT shall pay all royalties and licensing fees. CONSULTANT shall hold the CITY harmless and indemnify the CITY from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if CONSULTANT has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the CITY.

8.2 Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, CONSULTANT will immediately:

8.2.1 Either:

a) obtain, at CONSULTANT 's sole expense, the necessary license(s) or rights that would allow the CITY to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

(c) reimburse the CITY for any expenses incurred by the CITY to implement emergency backup measures if the CITY is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

8.2.2 CONSULTANT further agrees to:

a) assume the defense of any claim, suit, or proceeding brought against the CITY for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this CONTRACT,

b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

c) indemnify the CITY against any monetary damages and/or costs awarded in such suit;

Provided :

- CONSULTANT is given sole and exclusive control of all negotiations relative to the settlement thereof, but that CONSULTANT agrees to consult with the CITY Attorney of the CITY during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the CITY,
- that the Software or the equipment is used by the CITY in the form, state, or condition as delivered by CONSULTANT or as modified without the permission of CONSULTANT, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the CITY's negligent act or omission, and
- that the CITY promptly provides CONSULTANT with written notice within **15** days following the formal assertion of any claim with respect to which the CITY asserts that CONSULTANT assumes responsibility under this section.

IX. RECORDS RETENTION

9.1 Upon completion of the Project, all records, data, finished or unfinished documents, reports, charts, schedules, or other appended documentation pertaining to the Project, and any related responses, inquiries, correspondence and material, shall become the property of the CITY, and CITY shall be entitled to utilize the work product for appropriate purposes without further compensation to CONSULTANT.

9.2 CONSULTANT shall deliver all documents to the CITY, upon termination of the CONTRACT, in a timely and expeditious manner, at CONSULTANT's sole cost and expense.

9.3 The CONSULTANT shall retain all records owned by or to which the CITY has the legal right of access to satisfy the City's obligations for a retention period required by the Texas Local Government Records Act, being five years from date of contract termination, and in the event of litigation or claims, whatever additional time is necessary to resolve all litigation or claims.

9.4 CITY shall be notified immediately by CONSULTANT of any requests, by a third party, for information pertaining to documentation and records obtained and/or generated under the CONTRACT. As such, CONSULTANT understands and agrees that CITY will process and handle all such open records requests.

X. RIGHT OF REVIEW AND AUDIT

10.1 CONSULTANT and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this CONTRACT and shall make such materials available to CITY, at the City's Office of Sustainability, 1400 S. Flores, San Antonio, Texas, or successor local address, at all reasonable times and as often as CITY may deem necessary during the CONTRACT term, including any renewal and extension hereof, for the purpose of auditing, examining and making copies by CITY, and any of its authorized representatives.

XI. LICENSES AND CERTIFICATIONS

11.1 CONSULTANT warrants and certifies that CONSULTANT and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and meets all competence standards applicable to the services provided herein.

XII. CONFLICT OF INTEREST AND ETHICS

12.1 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 the Ethics Code, from having a financial interest in any CONTRACT with CITY or any CITY agency such as CITY owned utilities. An officer or employee has a "prohibited financial interest" in a CONTRACT with CITY or in the sale to 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.

12.2 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of CITY.

CONSULTANT further warrants and certifies that is has tendered to CITY a Discretionary Contracts Disclosure Statement in compliance with CITY's Ethics Code.

12.3 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT is not a City officer nor an employee as defined by Section 2-52 (e) of the City Ethics Code. 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.

12.4 Additional Ethics Form Filing: Texas Local Government Code. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. CONSULTANT must confer with its own legal advisor if you have questions regarding the statute or form.

XIII. INSURANCE

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

13.2 Within ten (10) working days following execution of this Contract, CONSULTANT shall obtain a fidelity bond covering all persons handling funds received or disbursed hereunder and/or signing or co-signing checks for said fund disbursement. CONSULTANT's fidelity bond shall be in an amount of Sixty Thousand dollars ($60,000.00), and evidence of same shall be filed with CITY prior to any disbursement of funds hereunder but no later than ten (10) working days following execution of this Contract. CONSULTANT shall ensure that such bond shall contain a provision that cancellation or expiration notice is sent to CITY at least sixty (60) days prior to the effective date of such cancellation or expiration.

13.3 Prior to the commencement of any work under this Contract, CONSULTANT shall furnish a completed Certificate of Insurance to CITY's Office of Environmental Policy Director, and City Clerk's Office. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage,

limits, and termination provisions shown thereon, and which certificate shall furnish and contain all required information referenced or indicated thereon. **THE CERTIFICATE MUST IDENTIFY THE PROJECT CONTRACT BY NAME, "Solar San Antonio City of San Antonio Operations Contract FY 2014."** CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the City's Office of Environmental Policy Director, and no officer or employee shall have authority to waive this requirement.

13.4 CITY reserves the right to review the insurance requirements of this Contract during the effective period of this Contract and any extension or renewal hereof, if any, and to require modification of insurance coverage and its limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance shall CITY allow modification whereupon CITY may incur increased risk.

13.5 CONSULTANT's financial integrity is of interest to CITY, therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated B+ or better by A.M. Best Company and/or otherwise acceptable to CITY, in the following types and amounts:

TYPE	**AMOUNT**
(A) Worker's Compensation, and Employer's Liability, if applicable	Statutory $1,000,000/$1,000,000/$1,000,000
Commercial General (Public) Liability-to include but not be limited to, coverage for the following where the exposure exists: (1) Premises/Operations (2) Independent Contractor's Liability (3) Products and Completed Operations (4) Personal Injury (5) Contractual Liability	Combined Single Limit for Bodily Injury or Property Damage of $1,000,000 per occurrence, with an aggregate of $2,000,000 or its equivalent in umbrella or excess liability coverage

13.6 MATERIAL REQUIREMENTS: CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY, and may make a reasonable request for 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). Upon such request by CITY, CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof. All of CONSULTANT's insurance requirements under this Contract are material obligations.

13.7 CONSULTANT agrees that with respect to the above required insurance, all insurance Contracts and Certificate(s) of Insurance shall contain the following required provisions.

- Name CITY and its officers, employees, and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under Contract with 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 CITY is an additional insured shown on the policy;

- Workers' compensation and employers' liability policy (if applicable) shall provide a waiver of subrogation in favor of CITY.

13.8 CONSULTANT shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

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

13.9 If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have, and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order CONSULTANT to stop work hereunder, CITY shall have the right to terminate the Contract, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

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

XIV. INDEMNITY

14.1 Consultant 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 CONSULTANT'S activities under this CONTRACT, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, 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, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND 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.

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

XV. AMENDMENT

15.1 This Contract, together with its authorizing ordinance and Exhibit A, shall constitute the full and final agreement between the parties hereto.

15.2 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the parties unless such amendment be in writing, executed by both CITY and CONSULTANT and dated subsequent to the date hereof. Material amendments that adjust compensation or performance periods must be approved by the City Council.

15.3 It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the

rule, regulation or law. The CONSULTANT expressly agrees to comply with all applicable federal, state, and local laws.

XVI. NOTICE

16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient if in writing and sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given:

CITY	**CONSULTANT**
City of San Antonio	Solar San Antonio
Attn: Director	Attn: William Sinkin
Office of Sustainability	118 Broadway, Suite 621
P.O. Box 839966	San Antonio, Texas 78205
San Antonio, Texas 78283-3966	

XVII. LEGAL AUTHORITY

17.1 The person signing on behalf of CONSULTANT represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONSULTANT and has authority to bind CONSULTANT to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

18.1 Any subcontracts or assignments of interests entered into by CONSULTANT concerning work tasks for this CONTRACT shall be communicated in writing to CITY prior to the effective date of this CONTRACT and prior to commencement of any work subsequent to this CONTRACT's effective date. CONSULTANT shall not assign, sell, pledge, transfer or convey any interest in this CONTRACT, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, to any other party without prior written consent of CITY. Any such attempt at an assignment will be void *ab inito*, and shall confer no rights on the purported assignee. Should CONSULTANT assign, transfer, convey, delegate or otherwise dispose of any part of, or all of, its right, title or interest in this CONTRACT, the CITY may, at its option, cancel this CONTRACT and all rights, titles and interest of CONSULTANT shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this CONTRACT. The violation of this provision by CONSULTANT shall in no event release CONSULTANT from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY which CITY sustains as a result of such violation.

18.2 CONSULTANT's subcontractors may not voluntarily assign, transfer, subcontract or pledge, in whole or in part, any CONTRACT with CONSULTANT arising from or in

relation to this CONTRACT, nor shall any involuntary transfer or assignment result in a transfer of any rights conferred by this CONTRACT. CONSULTANT shall indicate this limitation in all Contracts with approved subcontractors.

18.3 CONSULTANT agrees to notify CITY of any changes in ownership interest greater than 10%, or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to CITY under this CONTRACT, any such change of ownership interest or control of its business entity may be grounds for termination of this CONTRACT at the sole discretion of the CITY.

18.4 In no event shall such written consent, if obtained, relieve CONSULTANT from any and all obligations hereunder or change the terms of this CONTRACT.

18.5 CITY must approve all substitutions of subcontractors to determine if the disadvantaged business enterprise goal will be decreased by substitution of a disadvantaged subcontractor with a non-disadvantaged subcontractor.

XIX. SUCCESSORS AND ASSIGNS

19.1 This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII hereof.

XX. NONWAIVER OF PERFORMANCE

20.1 The granting or acceptance of extensions of time to complete the work or furnish the materials or reports required herein will not operate as a release to the CONSULTANT from any covenants and conditions required in this CONTRACT.

20.2 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. Amendments. 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.

XXI. COMPLIANCE

21.1 CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations.

21.2 The CONSULTANT 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 CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions.

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

a. Titles VI and 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; and
e. All applicable regulations implementing foregoing laws.

XXII. VENUE AND GOVERNING LAW

22.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.

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

XXIII. SEVERABILITY

23.1 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.

XXIV. GENDER

24.1 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.

XXV. CAPTIONS

25.1 The captions contained in this CONTRACT are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this CONTRACT.

XXVI. ENTIRE AGREEMENT

26.1 This CONTRACT, together with its authorizing ordinance and Exhibit A, embodies the final and entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed to exist or to bind the parties unless same be executed in accordance with Section XV.

EXECUTED this the _____day of September, 2013.

CITY	**CONSULTANT**
City of San Antonio, Texas	Solar San Antonio, Inc.
_____	William Sinkin
Office of the City Manager	William Sinkin Chairman, Solar San Antonio, Inc.

APPROVED AS TO FORM:
Michael D. Bernard
City Attorney

_____
By: Assistant City Attorney

Attachment A

Solar San Antonio
City of San Antonio Operations Contract
Proposed Scope of Services
FY 2014

The proposed scope of services for FY 2013-2014 contains 3 tasks.

1. Provide advice and research to the City Council, City staff, and CPS Energy staff regarding long-range policies for solar that support both centralized and distributed generation.

Budget: $5,000

2. Solar Roundtables and informational meetings

Budget: $4,000

3. Conduct public education campaign

Budget: $51,000

Task Descriptions

Task 1: Provide advice and research to City staff, City Council, and CPS Energy staff.
Solar San Antonio will continue to provide advice and research related to renewable energy on an as-available and as-needed basis. The goal will be to report on developments in the renewables field, discuss potential cooperative endeavors, and resolve solar-related issues that arise. The goal will also be to work closely with the City and CPS Energy to facilitate smooth implementation of solar capacity expansion. A particular focus will be on the completion of a plan for the integration of distributed solar into the utility portfolio in a manner that does not seriously impact the utility's revenue requirements.

These activities will be documented in the progress reports.

Task 2: Solar Roundtables and Informational Meetings.
Solar San Antonio will continue to host meetings that join representatives from the solar industry, the City of San Antonio, CPS Energy representatives, and other stakeholders to discuss issues and resolutions regarding any barriers to expanding solar capacity in San Antonio. In addition, training and information will be offered to increase professionalism within the solar industry. These activities will be documented in the progress reports.

Task 3: Build support for distributed solar.
Solar San Antonio will do research and analysis to develop materials for local decision makers and the general community on the benefits of supporting the expansion of distributed solar installations.

Solar San Antonio will gather ideas, information, and analysis from Austin to supplement the local work on policy development.

Solar San Antonio will maintain and update its websites to provide public access to information and news about renewable energy and how to go solar.

Solar San Antonio will continue to expand its Bring Solar Home Campaign.

The elements of further implementation will be to:

- Develop new solar opportunities, such as community solar projects and low-income access to solar.

- Encourage CPS Energy to become more directly involved in the distributed generation industry through such mechanisms as on-bill financing and community solar projects.

- Organize and produce Solar Fest 2014. Solar Fest has become a major free community event, with approximately 5,000 people in attendance this year. This event allows for the widespread distribution of information on how to implement solar energy in San Antonio and gives the public an opportunity to interact directly with solar providers and energy efficiency professionals. This event grows larger each year, both in terms of participating vendors -- particularly solar vendors -- and public attendance. The event also generates numerous leads for solar installation companies that potentially expand solar adoption.

- Involve lending institutions more directly in the Bring Solar Home Campaign by providing model posters and other educational displays that can be placed at the lending institutions offering solar loans.

- Promote the marketing campaign through media and other outlets. As funding permits, different aspects of the marketing campaign will be implemented through various media.

- Process responses to the marketing campaign. As responses to the marketing campaign are received, Solar San Antonio will provide the following as needed: qualify the leads, arrange energy audits, provide personal customer service, distribute leads to participating solar companies, and distribute financing opportunity leads to participating financial institutions

- Monitor the overall experience of the respondents to marketing campaign. Solar San Antonio will maintain contact with campaign respondents as they move through the process to ensure a high quality experience and to gather suggestions that can help improve the experience.

- Measure the marketing campaign respondent results to determine the campaign's success. Solar San Antonio will collect both quantitative and qualitative information about the overall results of the campaign to refine the campaign presentation, improve its effectiveness, and monitor the progress of solar in the city. A particular focus will be to constantly update the inventory of solar photovoltaic and solar hot water installations to determine the actual growth of solar capacity in San Antonio. These numbers will be posted to the main website and will be regularly updated.

SOLAR SAN ANTONIO
LABOR RATES (INCLUDING OVERHEAD)
July 1, 2013

Person	Rate Per Hour
Board Chairman	$56.25
Executive Director	$82.50
Administrator	$56.25
Research Director	$37.50
Policy Director	$45.00
Communications Director	$42.50

SOLAR-1 OP ID: SE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Walthall, Sachse & Pipes, Inc
300 E. Sonterra #1100
San Antonio, TX 78258
Debbie Brzezinski
Phone: 210-384-0000
Fax: 210-384-0110

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Group	
INSURER B: Texas Mutual Ins Co	
INSURER C: USLI	
INSURER D: Travelers	
INSURER E:	
INSURER F:	

INSURED
Solar San Antonio
Bill Sinkin
118 Broadway, Suite 621
San Antonio, TX 78205

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY / PRO-JECT / LOC			65SBMIL5605	01/08/2013	01/08/2014	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			65SBMIL5605	01/08/2013	01/08/2014	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SBP1192631	07/09/2013	07/09/2014	WC STATU-TORY LIMITS / OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Directors&Officers			NDO1554532	07/18/2013	07/18/2014	D&O		1,000,000
D	Travelers			105695814	09/30/2011	09/30/2014	Fidelity		75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Solar San Antonio City of San Antonio Operations contract FY 2014

CERTIFICATE HOLDER

CITSAPG

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael J. Sachse

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

* = Required fields

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a ○ New Submission or ○ Correction or ☒ Update to previous submission.

1. Name of person submitting this disclosure form.

First: LANNY M.I. A Last: SINKIN Suffix:

2. Contract information.

a) Contract or project name: Operations Contract Solar San Antonio FY 2014

b) Originating department: Office of Sustainability

3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

Solar San Antonio

4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

☒ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

☐ Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

5. List any individuals or entities that will be subcontractors on this contract.

☐ Not applicable. No subcontractors will be retained for this contract.

☒ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☒ List of contributions: Lanny Sintin, Executive Director $300 Ron Nirenberg Campaign

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

a) Legal signatory of a high-profile contract
b) Any individual seeking a high-profile contract
c) Any owner or officer of an entity seeking a high-profile contract
d) The spouse of any of individual listed in response to (a) through (c) above
e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

☒ No

☐ Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

1. Updates Required

☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale,or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

2. No Contact with City Officials or Staff during Contract Evaluation

☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ This is not a high-profile contract.

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

***3. Contribution Prohibitions for "High-Profile" Contracts**

( ) This is a high-profile contract.

***4. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

[X] I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

[X] I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Larry Linkin **Title:** Executive Director

Company Name or DBA: Solar San Antonio **Date:** 08/27/2013

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

STATE OF TEXAS	§	**AGREEMENT TO USE FUNDS OF**
	§	
COUNTY OF BEXAR	§	**THE CITY OF SAN ANTONIO**

This Agreement to Use Funds ("AGREEMENT") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation acting by and through its City Manager or designee pursuant to Ordinance No. 2013-09-__-_____ dated September __, 2013 and the Westside Development Corporation (the "WDC"), a Texas non-profit corporation; and collectively, the "Parties".

WHEREAS, the City Council (the "Council") of the CITY has recognized the community revitalization efforts and mission of WDC to serve historically underutilized areas on behalf of the City; and

WHEREAS, the *WDC Loan Program* (the "*Program*") is one of those efforts designed to provide loans to small businesses, not-for-profit organizations, landlords, developers, property owners and other entities involved in the revitalization of the West sector of the city, and applicants must demonstrate financial need, repayment ability, credit and capacity to manage pursuant to the *Program* Guidelines and Procedures in ATTACHMENT III; and

WHEREAS, CITY wishes to engage WDC in meeting such objectives and following such procedures as described in this AGREEMENT pursuant to its mission; and

WHEREAS, CITY designates its Center City Development Office as the City Department, acting for its City Manager, responsible for the evaluation and monitoring of this AGREEMENT (hereinafter referred to as "CCDO"), and which shall work with the Department of Finance and other City departments in a supporting role; and

WHEREAS, CITY has provided certain funds from its General Fund, which have been budgeted to WDC in the Westside Development Corporation Special Revenue Fund (the "Fund") for use by WDC to fund operations as a one-time allocation from the CITY's adopted FY 2013 budget; and

WHEREAS, CITY also desires to grant additional funds to WDC from its Inner City Incentive Fund (the "ICIF") for its *Program* for economic development purposes pursuant to CITY's Economic Development Program, authorized and approved by CITY in conformance with Chapter 380 of the Texas Local Government Code; **NOW THEREFORE**:

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. GENERAL PROVISIONS

1. WDC is a non-profit corporation governed by a Board of Directors with a mission of advocating and working for the area business community toward the building and sustaining of a diverse and prosperous economy.

2. WDC, in furtherance of its mission, provides loans, grants and other assistance to small, diverse businesses as part of its operations.

3. WDC agrees by the execution of this AGREEMENT to comply with any and all provisions of this AGREEMENT and accept administrative and fiscal responsibility for the use and documentation of expenditures of funds provided by CITY.

4. WDC represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

5. The signer of this AGREEMENT for WDC represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of WDC and to bind WDC to all terms, performances and provisions herein contained.

6. In the event that a dispute arises as to the legal authority of either WDC, or the person signing on behalf of WDC, to enter into this AGREEMENT, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT. Should CITY suspend or permanently terminate this AGREEMENT pursuant to this paragraph, however, WDC shall be liable to CITY for any money it has received from CITY for performance of any of the provisions herein.

7. WDC understands that the funds provided pursuant to this AGREEMENT are funds which have been made available by CITY's General Fund and ICIF, and WDC will therefore comply with all rules, regulations, policies and procedures applicable to these funds as directed by CITY.

8. WDC and CITY agree that WDC is an independent contractor, that WDC shall be responsible to all parties for its respective acts and omissions, and that CITY shall in no way be responsible therefore, and that neither has authority to bind the other, or hold out to third parties that it has the authority to bind the other.

9. WDC understands and agrees that this AGREEMENT is subject to mutual termination. Therefore, either Party shall have the option of terminating this AGREEMENT by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

10. WDC understands and agrees that this AGREEMENT may be revised and updated by and at the discretion of the City Council of the City of San Antonio. Therefore, WDC agrees that, at such time as any revisions are so made during the Term hereof, this AGREEMENT will be amended to include such revisions. In the event that WDC does not agree to any changes, WDC shall have the option of terminating this AGREEMENT by giving thirty (30) days written notice to CITY. WDC shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.

11. WDC understands and agrees that this AGREEMENT is subject to a general reduction in funding. If and when CITY implements a reduction in General Fund and/or ICIF expenditures, agreements funded by CITY's General Fund and/or ICIF, including this AGREEMENT may, at CITY's option, be reduced in a like manner. CITY will attempt to provide WDC with as much advance notice of a potential funding reduction as is possible to allow WDC to make budget adjustments.

12. In no event shall CITY be liable for any expense of WDC not eligible or allowable hereunder.

13. Should WDC fail to fulfill in a timely and proper manner the obligations under this AGREEMENT, as determined solely by the Director of the City's CCDO, or if WDC should violate any of the covenants, conditions or stipulations of this AGREEMENT, CITY shall have the right to terminate this AGREEMENT by sending written notice to WDC of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

a. Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same, nor preclude CITY's termination right for successive breach of the same condition.

b. Notwithstanding the above, WDC shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

c. In addition to the above provisions, the City Council shall have the right to terminate this AGREEMENT at any time upon a finding by ordinance that WDC's activities, programs or operations no longer are in the best interest of the City of San Antonio or its citizens. Adequate provisions shall be made for WDC to be heard by the City Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.

14. Should this AGREEMENT be terminated by any Party for any reason and the program objectives not fully completed as stated in Section II of this AGREEMENT, as determined solely by CITY after consultation with WDC, WDC shall refund any and all unused funds either allocated and in possession of WDC or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to WDC under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to WDC.

15. Except as otherwise provided for pursuant to the provisions hereof, this AGREEMENT shall begin on October 1, 2013 and shall terminate on September 30, 2014. This Agreement may be renewed annually, for up to two (2) years, subject to appropriation of funds by City Council.

16. WDC shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent frauds and program abuse. CITY shall review, and WDC shall allow review of, WDC's system of internal administrative and accounting controls, as it deems necessary to ensure financial responsibility.

17. WDC warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon any other agreement 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 WDC or CITY.

18. WDC may leverage funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval by CITY's CCDO.

19. WDC is authorized to publicly acknowledge that the City of San Antonio is supportive of the objectives as described in this AGREEMENT and **ATTACHMENTS I** and **II**, and has contributed to the cause of realizing such objectives.

20. WDC acknowledges that this AGREEMENT cannot be assigned without the express written consent of CITY's CCDO.

21. WDC shall not use funds from this AGREEMENT for purposes other than those listed in Section II of this Contract without prior written consent of the CITY's CCDO.

II. SCOPE OF SERVICES AND FUNDING

1. WDC shall utilize up to three hundred fifty-eight thousand six hundred sixty-eight dollars ($358,668.00) provided by CITY to the Fund for the funding or partial funding of WDC in performing its mission on behalf of the CITY, to be used by WDC in conformance with the approved budget in **ATTACHMENT I**. The aforementioned funds shall be paid as follows:

    a. Up to two hundred fifty-eight thousand six hundred sixty-eighty dollars ($258,668.00) shall be paid from the General Fund to the Fund by CITY in equal installments of $64,667.50 on a quarterly basis, to be utilized by WDC for operational expenses as documented in the budget in **ATTACHMENT I**.

    b. WDC shall utilize up to one hundred thousand dollars ($100,000.00) provided by CITY from its ICIF to the Fund in one installment following execution of this AGREEMENT and a formal request for funding with an associated project list approved by the City Manager or her designee, to be utililzed by WDC as documented in the budget in **ATTACHMENT I** for its *WDC Loan Program* in conformance with the Guidelines and Procedures in **ATTACHMENT II**.

2. All funds utilized shall be in compliance with the CITY's funding priorities and WDC's economic development mission articulated in its enabling Ordinance and Articles of Incorporation approved by CITY. WDC shall also fulfill the following requirements:

    a. WDC shall provide CITY's CCDO with proper documentation verifying receipt of year 2012, 2013 and 2014 funding commitments from all other specified sources for WDC, if any.

    b. WDC shall provide CITY's CCDO quarterly budget reports outlining contributions and expenditures (to include all sources of funding).

    c. WDC shall submit all required and requested documents to CITY's CCDO for proper review of WDC expenditures and activities. Any requests for Fiscal Year 2015 funding must be submitted to CITY's CCDO by June 1, 2014.

3. The CITY's CCDO is assigned monitoring responsibility for this AGREEMENT. WDC will provide CITY's staff, including internal auditors, EEO officers and other persons as designated by CITY, such as independent public accountants, access during regular business hours, as deemed necessary by CITY for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of WDC's books, records and files on the objectives covered by this AGREEMENT. WDC understands that CITY may require any and all books, records and files of WDC necessary to ensure WDC's compliance and use of generally accepted governmental accounting principles.

    a. All such records shall continue to be available for inspection and audit for a period of five (5) years after the termination date hereof. However, if an audit or investigation of WDC begins during the course of this five-year period, then WDC is required to maintain said records until such time as the audit or investigation is completely finished.

    b. WDC agrees that during the term of this AGREEMENT, any duly authorized representative of CITY's CCDO shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this AGREEMENT.

c. The submission of falsified information or the failure to timely submit all information by WDC as requested by CITY is grounds for termination of this AGREEMENT.

4. WDC agrees to abide by the CITY's current Ethics Code or any amendment or revisions thereto. WDC will establish safeguards to prohibit anyone whose position is funded or partially funded by this AGREEMENT from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business or other ties. CITY may, at its option, cancel this AGREEMENT for any violation of this section.

5. WDC agrees to establish internal procedures that ensure employees funded or partially funded by this AGREEMENT have an established complaint and grievance policy.

   a. Such grievance policy will include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.

   b. In the event no complaint and grievance policy has been established, WDC will follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this AGREEMENT.

III. FISCAL MANAGEMENT

1. An accounting system using generally accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory.

2. WDC will establish an account in a commercial bank as a depository for receipt and expenditure of all funds provided hereunder. A separate account shall be maintained for funds under this AGREEMENT to assure separation of funds, unless otherwise approved by the CITY's CCDO.

3. No fees may be charged to or donations requested from participants in any CITY-funded agreement without the prior written approval of the CITY's CCDO.

4. **To the extent allowed by law, WDC covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually 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 WDC'S activities under this Agreement, including any acts or omissions of WDC, any agent, officer, director, representative, employee, consultant or subcontractor of WDC, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT WDC AND 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.**

The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. WDC shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or WDC that is known to WDC, related to or arising out of WDC's activities under this Agreement and shall see to the investigation and defense of such claim or demand at WDC's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving WDC of any of its obligations under this paragraph.

5. Upon completion or termination of the objectives as described in this Agreement, any unused funds, rebates or credits must immediately be returned by WDC to CITY.

6. WDC shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement and CITY may withhold funds otherwise due as damages.

7. Should any expense or charge that has been paid with funds from this Agreement be subsequently disapproved or disallowed as a result of any site review or audit, WDC will immediately refund such amount to CITY. WDC further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments, if any. The CITY's CCDO has the express authority to deduct such claims from subsequent reimbursements.

8. Audit Conditions and Requirements:

   a. CITY, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements, as opposed to certifications that the Balance Sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this AGREEMENT. Following 30 days after a written request by City, WDC shall submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.

   b. It is imperative any auditor performing an audit of WDC read the entire AGREEMENT, including all attachments, between the CITY and WDC, since the budget and financial compliance of the AGREEMENT is only a portion of the total contractual obligation.

   c. All CITY-funded contracts and agreements, including this AGREEMENT, are subject to periodic audits at any reasonable hour of the day by CITY auditors. This includes the auditing of both WDC and subcontractors related to this AGREEMENT.

   d. If WDC expends $50,000.00 or more in Fund dollars during the term of this contract, then WDC shall furnish the CITY'S CCDO and other City Departments designated by the CCDO with audited financial statements, prepared by an independent auditor (CPA), within one hundred and twenty (120) days of the close of WDC's fiscal year or within thirty days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review, audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from WDC stating whether or not the terms and conditions of the contract were met. If the CITY determines, in its sole discretion, that WDC 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 WDC pay for such audit. In addition, when WDC has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this contract, the audit shall be conducted in accordance with the Single Audit Act AGREEMENTs of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.

9. WDC understands and agrees to abide by and adhere to applicable federal, state and CITY provisions regarding financial accounting.

IV. INSURANCE REQUIREMENTS

1. Prior to the commencement of any work under this AGREEMENT, WDC shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's CCDO, which shall be clearly labeled "Westside Development Corporation Agreement To Use Funds" 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 CCDO. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

3. WDC's financial integrity is of interest to the City; therefore, subject to WDC's right to maintain reasonable deductibles in such amounts as are approved by the City, WDC shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at WDC'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.. 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	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 $100,000

2. Directors and Officers (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.

4. WDC agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of WDC herein, and provide a certificate of insurance and endorsement that names the WDC and the CITY as additional insureds. WDC 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.

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

City of San Antonio
Attn: Center City Development Office
P.O. Box 839966
San Antonio, Texas 78283-3966

6. WDC 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.

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

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

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

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

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

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

V. EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. Non-**Discrimination.** As a party to this contract, WDC 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.

2. WDC agrees to post in a conspicuous place available to employees, applicants for employment and contractors funded or partially funded under this Agreement, notices to be provided by the contracting officer setting forth the provisions of this Nondiscrimination Clause.

3. WDC will, in all solicitations or advertisements for employees or contractors placed by or on behalf of WDC, state that all qualified applicants will receive fair consideration for employment or contract without regard to race, color, national origin, religion, sex, sexual orientation, age, disability, or political belief or affiliation.

4. WDC agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Nondiscrimination Clause and any additional policies as may be required as a result of local, state or federal initiatives. WDC will furnish all information and reports requested by CITY and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

5. In the event of WDC's failure or refusal to comply with this Nondiscrimination Clause, this Agreement may be canceled, terminated or suspended in whole or in part, and WDC may be debarred from further contracts with CITY.

VI. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

1. WDC further represents and warrants that:

   a. All information, data or reports heretofore or hereafter provided to CITY shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;

   b. Any supporting financial statements heretofore or hereafter provided to CITY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of WDC on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of WDC;

   c. No litigation or proceedings are presently pending or threatened against WDC or, if pending, have been disclosed by WDC in writing to CITY;

   d. None of the provisions contained herein contravene or in any way conflict with the authority under which WDC is doing business, or with the provisions of any existing indenture or agreement of WDC;

   e. WDC has the legal authority to enter into this AGREEMENT and accept payments hereunder, and has taken all necessary measures to authorize such execution of AGREEMENT and acceptance of payments pursuant to the terms and conditions hereof; and

   f. None of the assets of WDC are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by WDC to CITY.

VII. LEGAL/LITIGATION EXPENSES

1. Under no circumstances shall the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY. WDC must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any adversarial proceeding against any other governmental entity or any other public entity.

2. During the term of this AGREEMENT, if WDC files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate if it is found that WDC has violated this Article.

3. WDC, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

4. For purposes of this Article, "adversarial proceedings" include any cause of action filed by WDC in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

VIII. CHANGES AND AGREEMENTS

1. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by AGREEMENT in writing executed by both CITY and WDC.

2. It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written AGREEMENT hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

IX. SEVERABILITY OF PROVISIONS

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 this 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.

X. NON-WAIVER OF PERFORMANCE

1. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall 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 CITY 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 any 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.

2. No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy available to CITY hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

3. No representative or agent of CITY may waive the effect of the provisions of this Article.

XI. SPECIAL CONDITIONS

1. All WDC invoices or reports regarding eligible expenditures pursuant to this AGREEMENT must be submitted to CITY's CCDO by WDC no later than thirty (30) days preceding the following quarter after WDC incurs the expense.

2. WDC understands and agrees that WDC is required to refund money, pursuant to 80(R) HB 1196, that WDC has received from CITY through this AGREEMENT, in the event of WDC's conviction of knowingly employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

XII. ENTIRE AGREEMENT

This AGREEMENT constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

XIII. NOTICE

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

CITY:	WDC:
Director	Executive Director
Center City Development Office	Westside Development Corporation
P.O. Box 839966	2300 West Commerce, Ste. 207
San Antonio, Texas 78283-3966	San Antonio, Texas 78207-3839

and

City Attorney's Office
Commerce & Visitor's Services Division
City Hall, 3rd Floor
San Antonio, Texas 78205

2. Notice of changes of address by any Party must be made in writing and delivered (or mailed, registered or certified mail, postage prepaid) to the other Party's last known address within five (5) business days of such change.

XIV. PARTIES BOUND

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

XV. GENDER

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

XVI. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XVII. TEXAS LAW TO APPLY

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.

XVIII. CAPTIONS

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.

EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____ 2013.

CITY OF SAN ANTONIO

_____
Carlos J. Contreras, III
Deputy City Manager

WESTSIDE DEVELOPMENT CORPORATION

_____
Name:
Title:

ATTEST:

_____
Leticia Vacek
City Clerk

APPROVED AS TO FORM:

_____
Leslie Orton Haby
Assistant City Attorney

ATTACHMENT I

ATTACHMENT II

WDC LOAN PROGRAM

Guidelines and Procedures

WDC LOAN PROGRAM
TABLE OF CONTENTS

A. GENERAL INFORMATION

1. Program Purpose and Objective
2. Ineligible Businesses
3. Who May Apply
4. Ineligible Use of Proceeds
5. Eligible Area
6. Entrepreneur Training

B. APPLICATION PROCESS

1. Application Forms
2. Review of Application
3. Management/Feasibility Assessment
4. Assignment to Loan Officer
5. Lending/Credit Criteria

C. REVIEW, ANALYSIS, AND APPROVAL PROCESS

1. Brief Memo Prepared by Staff
2. Consideration of Loan by ILC & Board
3. Approval Letter of Commitment Issued

D. FUNDING PROCESS

1. Loans may be leveraged with SABDF, lenders, etc.
2. Closing Documents Prepared by Attorney & Title Company

E. LOAN SERVICING

1. Account Management
2. Credit Management
3. Problem Loans
4. Delinquent Loans
5. Loans in Default

EXHIBITS

Loan Application Flowchart
Loan Purpose, Amounts, Terms, Rates
Loan Fees, Collateral, Financial Information
Inner City Lending Guidelines
Letter of Decline

WDC LOAN PROGRAM

A. GENERAL INFORMATION

1. Program Purpose and Objective

The Westside Development Corporation recognizes that the West Sector has been identified and assessed as an area that is in need of revitalization.

WDC therefore feels that it is most urgent to fill the void that is not being served by the present city, state and federal loan programs or conventional financing.

Revitalization of the West sector of the City will require new and innovative financing methods. It is proposed that WDC make loans for projects in those areas of the city at/or below market interest rates.

Not-for-Profit organizations are presently excluded from borrowing money under existing federal loan programs. These organizations would become eligible under this program if their projects are for revitalization in the target areas.

Landlords, developers and property owners that are now only eligible under the HUD Enterprise Loan Program would be eligible under this program if the project is for revitalization of the West t sector of the city and the developer lacks the ability to obtain this credit elsewhere.

2. Ineligible Businesses

Lending, illegal activity, gambling, pyramid, networking sales, businesses who serve liquor (do not generate over 50% of their income from food sales) and media or publishing businesses that print opinions.

3. Who May Apply

Applications will be accepted from small businesses, not-for-profit organizations, landlords, developers, property owners and other entities involved in the revitalization of the West sector of the city. All applicants must demonstrate financial need, repayment ability, credit and capacity to manage.

4. Ineligible Use of Proceeds

WDC LOAN PROGRAM will not be used for the following loan purposes:

a. Pay off creditors who are inadequately secured and in a position to sustain a loss.

b. Distribution or payment to owner-partners or shareholders of the applicant or affiliated entities of same. Personal loans of owners or stockholders may not be included as part of the loan.

c. Moving a business outside of the WDC-defined areas.

5. Eligible Area

The intent of the WDC LOAN PROGRAM is to serve the areas on the West sector of the city.

B. APPLICATION PROCESSING

1. Application Forms - Interviews will be made by the WDC Loan Officer and staff, as appropriate. The application will be provided upon request.

2. Review of Application - The assigned loan officer will be responsible for tracking applicants and applications.

3. Management/Feasibility Assessment - A management assessment will be made by WDC.

4. Assignment to Credit Analyst – The completed loan applications will be screened by a WDC Loan Officer and staff.

5. Lending/Credit Criteria - The financial condition of the company and its owners will be considered; particularly, their ability to meet the repayment schedule. The company's potential for growth and the owner's ability to meet personal obligations will also be considered. The credit criteria will be as follows:

   a. Repayment of the loan must exist. Debt service coverage of at least 1:1 may be accepted. Projections may be accepted as repayment when past history does not support repayment.

   b. Collateral must be 1:1 or better – WDC will require a first lien on purchased assets or existing unencumbered assets of the business, the borrower and/or the guarantor. WDC may also require a second lien on encumbered assets of the company, the borrower and/or guarantor.

   c. Assets being purchased will be given 100% value; existing assets will be given market value or cost which ever is lower. Also, assets minus depreciation may be accepted as that value rather than cost or market.

   d. A minimum of 10% cash/equity investment is required on existing businesses and a minimum of 20% cash/equity investment will be required on start-up businesses. A higher equity position may be required.

   e. A guarantor or co-maker may be required. The borrower's and guarantor's credit history will be evaluated; and explanations required from the borrower(s) on any credit issues.

C. REVIEW, ANALYSIS, AND APPROVAL PROCESS

1. Loan Report

WDC Staff will prepare a Loan Report.

2. Loan Approval

The WDC Loan Officer and Loan Development Manager will review the loan report and provide a recommendation of either "approve" or "decline" to the WDC staff. That recommendation will be presented to the appropriate Committee or Board of WDC for consideration and a loan decision.

3. Approval Letter of Commitment

The client must sign the "Commitment Letter", followed by the signature and approval of the Loan Officer.

D. FUNDING PROCESS

1. **Where possible, WDC loans will be leveraged with WDC, CDLF, ACCION, and/or other lenders.**

2. **Preparation of Closing Documents (Legal costs may be rolled into loan)**

An attorney contracted by WDC must prepare all closing documents. The loan may be closed by the same attorney or by a WDC loan officer. A WDC Loan Officer must attest the documents.

A Title Company must be used in the closing of all real estate loans and a Mortgagee Title Policy obtained on all real estate secured loans.

E. LOAN SERVICING

1. Account Management

Loan Servicing staff is responsible for monitoring the loan portfolio, processing monthly loan payments, and responding to the needs of the borrower.

For each loan, Loan Servicing will provide the following services:

a. **Monthly accounting reports of principal and interest received, balances remaining and any fees charged.**

b. **Late payment notices to borrower.**

c. **Year-end statements to borrower showing interest and principal payments made.**

d. **Maintenance of a database for monitoring and follow-up of UCC filings, insurance, financial statements or other requirements as stated in the loan approval.**

e. **Any other record keeping or services required by the WDC for management of the account.**

2. Credit Management

To assure the WDC loans are managed and serviced in accordance with the SRBF standards, and in accordance with the program's objectives, program administrator's staff will periodically report on all loans serviced to WDC staff. The WDC will review the information to determine if there has been compliance with terms of the loan AGREEMENTs.

Credit management will include:

a. **Insistence on receipt of quality financial statements.**

b. **Insistence on regular and timely receipt of financial statements.**

c. **A review of submitted financial information.**

d. Verification of financial data by phone and/or on site visits when warranted.

e. Obtaining personal and business credit reports as part of the business proposal package review.

f. Reviewing the "terms" of the loan AGREEMENT and other documents with borrower to assure complete understanding of borrower's obligations.

g. Requiring annual, quarterly, or monthly financial statements from the borrower to assess the ongoing financial position of business.

h. When necessary, conduct technical assistance conferences with borrower to analyze business condition and financial position. If needed, additional technical assistance will be scheduled to mitigate potential problems with borrowers.

i. When necessary, recommend borrower attend seminars or classes in business and/or accounting to improve management ability and repayment ability of borrower in conjunction with approval of loan application.

3. Problem Loans

To avoid problems with credit delinquency and possible losses, program administrator's staff along with WDC staff will review with the borrowers, those factors that indicate loan payment deterioration.

Some of the danger signals include:

a. Delinquency.

b. Anticipated renewal request.

c. Adverse financial trends.

d. Incorrect or improperly prepared financial information.

e. Overly optimistic P&L and Cash Flow statements.

f. Failure to provide any requested information in a timely manner.

g. Disappearance of collateral or other assets.

h. Borrowers hesitant to permit WDC staff to visit business.

i. Appearance of other creditors and credit inquiries.

4. Delinquent Loans

Loans become delinquent the day after the payment is due. Collection procedures may commence if payment is not made within 15 days following payment due date, or if the business exhibits some of the danger signals listed in the Problem Loan Section. The WDC loan officer will make a determination of the seriousness of the problem by a review of:

1) Cooperation of borrower.

2) Ability of debt service.

3) Collateral value.

4) Extent of borrower's involvement with other creditors.

Step 1: The cooperation of the borrower is assessed based on the borrower's willingness to meet with loan officer to identify the problem and reach a workable solution.

Step 2: The ability of debt service by the borrower will be determined based on re-evaluation of both historical and projected future cash flows.

Step 3: The collateral position for the loan will be determined by verifying the value of collateral held, by actually locating the collateral and by reviewing its condition. Verification as to the correctness of UCC filings and other security instruments will also be made.

Step 4: The extent of the borrower's additional borrowing with other creditors will be determined through updated credit reports, trade checking, search of public record for liens and judgments, etc.

Step 5: If a workable solution to the loan delinquency results in a modification of terms and conditions to the original approval, the modification must be in writing, it must be signed by the borrower and it must be approved and signed by the loan officer.

5. Loans in Default

When no workable solution results from meeting with the borrower, the loan will be in default. Loans will be considered in default if any portion of a loan payment is more than sixty (60) days past due.

Staff will take the following actions:

a. Notification to borrowers of default by registered mail.

b. Borrower will be given thirty days to correct default.

c. If default is not corrected within sixty (60) days, WDC staff will take any actions necessary to collect the loan balance. Such actions include, but are not limited to liquidating any collateral.

d. If default is not corrected within one hundred eighty (180) days, the loan can be charged off. Loans that are secured by real estate as the primary collateral will be charged off after the collateral is liquidated.

Loan Application Flowchart

Application
↓
Loan Officer & WDC staff
↓

Loan Development Manager & WDC staff (as needed)

↓

Attorney for Loan Closing
(if approved)

↓

Funding

WDC LOAN PROGRAM

Loan Purpose:

Any legitimate business purpose including, but not limited to:

- **Permanent Working Capital**
- **Seasonal Working Capital**
- **Fixed Asset Acquisition**
- **Leasehold Improvements**
- **Real Estate Equity Loans**
- **Business Start-Up Expenses**

Loan Amounts:

- **$5,000 - $250,000**

Loan Terms: **12 - 120 months**

(WDC will consider a 15 or 20-year amortization with up to a 10-year call.)

Loan Rates:

Competitive Fixed Rates of not less than 2% and not more than 3% over current money center bank prime rate as quoted in the Wall Street Journal. The rate will be set on the date of funding.

Loan Fees:

An origination fee of 1% of the loan amount will be charged, in addition to a $300 attorney fee, plus a maximum of an additional $500 to cover other closing costs. All fees may be incorporated into the loan.

Collateral:

Collateral requirement can be as high as 100% loan-to-value. Accounts Receivable, Inventory, Equipment, Vehicles, Real Estate and Personal Guarantee may be required.

- **Equipment and Real Estate will be valued at the lower of cost or appraised value.**
- **Vehicles will be valued at NADA (Blue Book) loan value.**

Financial Information:

- **Minimum of two (2) years' business statements or tax returns**
- **Recent interim financial statement (within 90 days)**
- **Projections - financial or cash budget**
- **Detailed business plan for all applicants (start-ups only)**
- **Current guarantor financial statement and tax returns - when required**
- **Credit report**
- **Lien Search**

Underwriting Standards:

- **The borrower must show adequate earnings to retire its obligations. The SBC shall have a debt service coverage of no less than 1:1 of historical earnings or projections.**

Credit History:

- **A credit score of 550 or more**
- **If no traditional credit history exists, the administrator may use its discretion.**
- **All outstanding judgments must be paid and all delinquent accounts need to be brought current.**

Technical Assistance:

Existing businesses (2 yrs+) will be screened, primarily on the basis of historical financial performance, to determine the appropriate level of technical assistance needed.

Recommended technical assistance will consist of a proposed 4-12 weeks Business/Entrepreneurial Training Program. The length of the training will depend on the demonstrated capabilities of the borrower or completion of an approved outside entrepreneurial program.

On-going Technical Assistance is recommended for start-up businesses for the first full year of operations.

Monitoring/Counseling may be conducted on a quarterly basis for start-up businesses and no less than semi-annually for existing businesses to compare actual results against the business plan or projections.

Attachment 32
FY 2014 Budget Ordinance

FY 2014 ARTS & CULTURAL AGENCY FUNDING
Funding by Agency Category
FY 2014 Adopted Budget

Agency Name	ADOPTED FY 2014
CITY-OWNED FACILITY AGENCY (COFA) OPERATIONAL SUPPORT	
Carver Community Cultural Center	$327,627
Centro Cultural Aztlan, Inc.	91,500
Guadalupe Cultural Arts Center	332,600
Magik Children's Theatre, Inc. (The Magik Theatre)	178,795
San Antonio Little Theatre, Inc. (San Pedro Playhouse)	137,675
Symphony Society of San Antonio	540,060
San Antonio Museum Association (Witte Memorial Museum)	484,780
Total COFA Agencies	**$2,093,037**
NON-COFA AGENCY OPERATIONAL SUPPORT	
American Indians in Texas- Spanish Colonial Missions	37,750
Artpace, Inc.	245,000
Arts San Antonio	182,250
Atticrep	12,750
Ballet San Antonio	65,000
Benissimo Music Productions	12,000
Bihl Haus	30,000
Cactus Pear Music Festival	53,000
Childrens Chorus of San Antonio	90,666
Children's Fine Arts Series	21,540
Classic Theatre	22,750
Conjunto Heritage Taller, Inc.	18,742
Contemporary Art for San Antonio (Blue Star)	170,750
Dreams Fulfilled Through Music	12,500
Esperanza Peace and Justice Center	200,750
Gemini Series , Inc.- Gemini Ink	95,000
International Accordion Festival	30,500
Jump Start Performance Company	201,750
Musical Bridges Around the World, Inc.	47,500
Network for Young Artists	38,860
Opera Guild of San Antonio	16,000
San Antonio Brass	12,500
San Antonio Chamber Choir	10,250
San Antonio Children's Museum	70,000
San Antonio Choral Society	11,000
San Anto Cultural Arts	85,500
San Antonio Dance Theatre (Metropolitan Ballet)	36,000
San Antonio Dance Umbrella	12,500
San Antonio International Piano	11,500
San Antonio Museum of Art	330,500
Say Si	175,000
Soli Chamber Ensemble	12,750
Southwest School of Art & Craft	287,500
Urban-15 Group	107,000
Youth Orchestras of San Antonio	158,750
Total Non-COFA Agencies	**$2,925,808**
Additional Arts Funding Allocations	
Technical Assistance Program	$20,000
Sister City Cultural Exchanges	$40,000
The Opera San Antonio	$182,500
Downtown Cultural Plan (SA 2020/Centro Partnership)	$50,000
Mission Drive-In programming	$55,000
Culture and Creative Development Marketing	$32,500
Total Arts Agency Funding Allocation	**$380,000**
San Pedro Playhouse Roof Repair	**$300,000**
Texas A&M Funding Strategy	**$150,000**
Arts Agency Operational Unallocated Fund	**$47,903**
Total Arts & Cultural Agencies	**$5,896,748**

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT WITH (Name of Contractor)**

CITY OF SAN ANTONIO *

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 City Manager pursuant to Ordinance No. ***2013-09-12-XXXX*** dated ***September 12, 2013***, and the ***(agency name)***, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department for Culture and Creative Development is designated as the managing City department (hereinafter referred to as "DCCD") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Project Support*** (hereinafter referred to as "the Project"); and

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

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan, & Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Project Support	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on ***October 1, 2013***, and shall terminate on ***September 30, 2014***.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract and City has approved said submittals. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. ***2013-09-12-XXXX***. Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Project Support	$ _____	Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to DCCD by the City of San Antonio. The allocation is based on an appropriation for the ***Project Program Support*** and DCCD's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.

3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2011 Funding Process

3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVII., below.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by 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, 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 I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.

(B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

Value of Program Budget	Disbursement Schedule	
up to $24,999	October	Performance Plan Completion
	50%	50%

(1) The Disbursement Schedule takes effect upon Contract execution.

(2) Invoice support documents must be provided by 4:00 p.m. on the 10th of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.

(3) Contractor must provide support documentation for prior payments before receiving further payment.

(4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.

(5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting contract monitoring reports and any and

all documents related to the contract, as determined by the sole discretion of the Executive Director of DCCD, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of DCCD, according to standard procedures followed by City's Finance Department.

4.3 The City Manager, Assistant City Manager or the Director of DCCD may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.

4.4 The Executive Director of DCCD may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of DCCD.

4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of DCCD prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.

4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

4.8 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

4.9 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.10 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DCCD may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.11 Contractor must be designated as a 501(c)(3).

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

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. Contractor shall be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or
(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

5.2 Contractor shall provide DCCD, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.

5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 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 City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

VII. AUDIT

7.1 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of 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 DCCD within ten (10) days of Contractor's receipt of the report.

7.2 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). 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 to the auditing entity 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 four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, 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, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

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

7.4 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, 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, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, DCCD 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 City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If DCCD elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce 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 Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DCCD is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DCCD, Contractor shall furnish to DCCD, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

8.2 Contractor shall submit to DCCD such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to DCCD no later than 4:00 p.m. on the tenth (10th) day of month according to the schedule below in which the reported activities occurred as stated on the Performance Plan set forth in Attachment I.

Contract Monitoring Report Schedule			
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
January 10th	April 10th	July 10th	October 10th

8.3 The Public Information Act, Government Code Section 552.021, requires 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, 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.

8.4 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.

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

8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

8.7 Contractor shall provide to DCCD all information requested by DCCD 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 including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and

(C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

(D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and

(E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 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 12.4 of this Contract.

8.9 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this agreement.

8.10 Contractor's primary contact for this Contract is (Name/Title) _____ and (Name/Title) _____ shall serve as the secondary contact. All contacts identified herein will have the ability to access files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

8.11 Contractor shall provide City with its hours of operation no later than October 31, 2013. Contractor shall promptly inform the City if any change is made to daily schedule.

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 a completed Certificate(s) of Insurance to the City's Department for Culture and Creative Development, which shall be clearly labeled "***Project Support***" 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form 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 City's Department for Culture and Creative Development. 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 whereupon City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, 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:

TYPE	AMOUNTS
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	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
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

City of San Antonio
Attn: Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

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

- Name the City and 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;
- 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;
- 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 written notice for nonpayment of premium.

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

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

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

(I) It is agreed that Contractor's insurance shall be deemed primary 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.

(J) 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.

(K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 **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 AGREEMENT, 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 AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND 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.**

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

10.3 **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 AGREEMENT.**

10.4 **Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.**

10.5 **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.**

XI. APPLICABLE LAWS

11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:

- worker's compensation;
- unemployment insurance;
- timely deposits of payroll deductions;
- Occupational Safety and Health Act regulations;
- Employee Retirement Income Security Act of 1974, P.L. 93-406.
- Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

11.2 Contractor shall not engage in employment practices, which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure applicants and employees are treated without regard to their race, color, religion, national origin, sex, age, handicap, political belief or affiliation. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DCCD upon written request form 990, 990N or 990T.

11.4 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

- Texas Government Code Chapter 552 pertaining to Texas Public Information Act
- Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

11.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

(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".

XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 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 Contractor or City. For breach or violation of this warrant, 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Contractor acknowledges that it is informed that Charter of 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 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.

12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither 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, 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 it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). 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 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, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. 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 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, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. 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 City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.4 of this Contract. The obligations of Contractor to return such funds to City in accordance with this paragraph, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, 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.

14.2 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.

14.3 The prohibitions set forth in Article XIV., sections 14.1 and 14.2 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.

14.4 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 DCCD. Contractor shall list the name and number of a contact person from DCCD on the statement that Contractor's personnel can call to report said violations.

14.5 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 City's discretion, be withheld until the situation is resolved.

14.6 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.

XV. ADVERSARIAL PROCEEDINGS

15.1 Contractor agrees to comply with the following 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 City or any other public entity; and

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

XVI. CITY-SUPPORTED PROJECT

16.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department for Culture and Creative Development" and by utilizing the official DCCD logo (not the "sahearts"website logo). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

16.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

16.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

16.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

XVII. SPECIAL PROVISIONS

17.1 Indecency. The following is City's policy statement regarding material and/or performances under DCCD's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 17.1 (b).

(B) Contractor must make DCCD aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

17.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

17.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5,

Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

XVIII. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

18.1 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.

XIX. ASSIGNMENT

19.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, 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.

XX. AMENDMENT

20.1 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 Executive Director of DCCD 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 in the following circumstances:

A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

B. modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;

C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III. Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;

D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DCCD;

E. adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 20.1(a) above; and

F. any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 20.1(a) and (e) above.

20.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

XXI. SUBCONTRACTING

21.1 Any work or services subcontracted hereunder shall be subcontracted 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XXII. OFFICIAL COMMUNICATIONS

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

City:

City of San Antonio
Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

Contractor:

_____
_____
_____

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.

XXIII. VENUE

23.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of 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.

XXIV. GENDER

24.1 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.

XXV. AUTHORITY

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

XXVI. INDEPENDENT CONTRACTOR

26.1 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 City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

26.2 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.

26.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of 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 Contractor.

XXVII. SEVERABILITY

27.1 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.

XXVIII. CONTRIBUTION PROHIBITIONS

28.1 Contractor acknowledges that City Code Section 2-309 may apply to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a

campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

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

XXIX. ENTIRE CONTRACT

29.1 This Contract and its attachments 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:

_____

Felix Padrón
Executive Director
Department for Culture and Creative Developmer

CONTRACTING AGENCY:

XxxxXXXX
Address xxxxxx
San Antonio, TX 78XXXX

_____
Authorized Signor

_____
Print Name

APPROVED AS TO FORM:

_____
City Attorney

_____
Board President (if required by Agency)

ATTACHMENTS

Attachment I – Program Statement, Performance Plan & Budget

Attachment II – Contract Monitoring Report

Project – TCA **Contract Number: 460000xxxx**

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT WITH (Name of Contractor)**

CITY OF SAN ANTONIO *

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 City Manager pursuant to Ordinance No. ***2013-09-12-XXXX*** dated ***September 12, 2013***, and the ***(agency name)*** , (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department for Culture and Creative Development is designated as the managing City department (hereinafter referred to as "DCCD") for the City; and

WHEREAS, City has provided certain funds from a grant from the Texas Commission on the Arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Project Support (TCA)*** (hereinafter referred to as "the Project"); and

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

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan, & Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Project Support	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on ***October 1, 2013***, and shall terminate on ***August 30, 2014***.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract and City has approved said submittals. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. ***2013-09-12-XXXX.*** Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Project Support	***$ _____ (TCA)***	Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to DCCD by the City of San Antonio. The allocation is based on an appropriation for the ***Project Support (TCA)*** and DCCD's receipt of said allocation.

3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2011 Funding Process

3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVII., below.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by 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, 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 I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.

(B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

Value of Program Budget	**Disbursement Schedule**	
up to $24,999	October	Performance Plan Completion
	50%	50%

(1) The Disbursement Schedule takes effect upon Contract execution.

(2) Invoice support documents must be provided by 4:00 p.m. on the 10th of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.

(3) Contractor must provide support documentation for prior payments before receiving further payment.

(4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.

(5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting contract monitoring reports and any and all documents related to the contract, as determined by the sole discretion of the Executive Director of DCCD, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of DCCD, according to standard procedures followed by City's Finance Department.

4.3 The City Manager, Assistant City Manager or the Director of DCCD may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.

4.4 The Executive Director of DCCD may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of DCCD.

4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of DCCD prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.

4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

4.8 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

4.9 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.10 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DCCD may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.11 Contractor must be designated as a 501(c)(3).

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

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. Contractor shall be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or
(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

5.2 Contractor shall provide DCCD, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.

5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 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 City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

VII. AUDIT

7.1 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of 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 DCCD within ten (10) days of Contractor's receipt of the report.

7.2 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). 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 to the auditing entity 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 four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, 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, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

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

7.4 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, 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, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, DCCD 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 City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If DCCD elects to deduct such claims from

subsequent reimbursements, during such time, Contractor is forbidden to reduce 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 Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DCCD is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DCCD, Contractor shall furnish to DCCD, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

8.2 Contractor shall submit to DCCD such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to DCCD no later than 4:00 p.m. on the tenth (10th) day of month according to the schedule below in which the reported activities occurred as stated on the Performance Plan set forth in Attachment I.

Contract Monitoring Report Schedule			
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
January 10th	April 10th	July 10th	October 10th

8.3 The Public Information Act, Government Code Section 552.021, requires 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, 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.

8.4 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.

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

8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in

conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

8.7 Contractor shall provide to DCCD all information requested by DCCD 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 including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and

(C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

(D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and

(E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 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 12.4 of this Contract.

8.9 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this agreement.

8.10 Contractor's primary contact for this Contract is (Name/Title) _____ and (Name/Title) _____ shall serve as the secondary contact. All contacts identified herein will have the ability to access files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

8.11 Contractor shall provide City with its hours of operation no later than October 31, 2013. Contractor shall promptly inform the City if any change is made to daily schedule.

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 a completed Certificate(s) of Insurance to the City's Department for Culture and Creative Development, which shall be clearly labeled "***Project Support***" 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form 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 City's Department for Culture and Creative Development. 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 whereupon City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and

maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, 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:

TYPE	AMOUNTS
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	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
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

City of San Antonio
Attn: Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

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

- Name the City and 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;
- 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;
- 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 written notice for nonpayment of premium.

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

option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

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

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

(I) It is agreed that Contractor's insurance shall be deemed primary 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.

(J) 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.

(K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 **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 AGREEMENT, 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 AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND 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.**

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

10.3 **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 AGREEMENT.**

10.4 **<u>Defense Counsel</u> – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.**

10.5 **<u>Employee Litigation</u> – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.**

XI. APPLICABLE LAWS

11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:

- worker's compensation;
- unemployment insurance;
- timely deposits of payroll deductions;
- Occupational Safety and Health Act regulations;
- Employee Retirement Income Security Act of 1974, P.L. 93-406.
- Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

11.2 Non-Discrimination. 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 agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DCCD upon written request form 990, 990N or 990T.

11.4 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
- Texas Government Code Chapter 552 pertaining to Texas Public Information Act

- Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

11.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

(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".

XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 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 Contractor or City. For breach or violation of this warrant, 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Contractor acknowledges that it is informed that Charter of 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 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.

12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither 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, 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 it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). 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 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, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. 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 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, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. 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 City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.4 of this Contract. The obligations of Contractor to return such funds to City in accordance with this paragraph, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, 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.

14.2 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.

14.3 The prohibitions set forth in Article XIV., sections 14.1 and 14.2 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.

14.4 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 DCCD. Contractor shall list the name and number of a contact person from DCCD on the statement that Contractor's personnel can call to report said violations.

14.5 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 City's discretion, be withheld until the situation is resolved.

14.6 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.

XV. ADVERSARIAL PROCEEDINGS

15.1 Contractor agrees to comply with the following 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 City or any other public entity; and

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

XVI. GOVERNMENT-SUPPORTED PROJECT

16.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department for Culture and Creative Development and the Texas Commission on the arts (TCA)" and by utilizing the official DCCD logo (not the "sahearts"website logo) and the TCA logo. The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

16.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

16.3 Contractor shall not identify City or Texas Commission on the Arts as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

16.4 If Contractor identifies City or Texas Commission on the Arts as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

XVII. SPECIAL PROVISIONS

17.1 Indecency. The following is City's policy statement regarding material and/or performances under DCCD's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 17.1 (b).

(B) Contractor must make DCCD aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

17.2 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed

from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

XVIII. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

18.1 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.

XIX. ASSIGNMENT

19.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, 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.

XX. AMENDMENT

20.1 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 Executive Director of DCCD 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 in the following circumstances:

A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

B. modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;

C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III. Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;

D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DCCD;

E. adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 20.1(a) above; and

F. any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 20.1(a) and (e) above.

20.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

XXI. SUBCONTRACTING

21.1 Any work or services subcontracted hereunder shall be subcontracted 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

Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XXII. OFFICIAL COMMUNICATIONS

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

City:

City of San Antonio
Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

Contractor:

_____
_____
_____

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.

XXIII. VENUE

23.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of 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.

XXIV. GENDER

24.1 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.

XXV. AUTHORITY

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

XXVI. INDEPENDENT CONTRACTOR

26.1 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 City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

26.2 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.

26.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of 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 Contractor.

XXVII. SEVERABILITY

27.1 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.

XXVIII. CONTRIBUTION PROHIBITIONS

28.1 Contractor acknowledges that City Code Section 2-309 may apply to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

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

XXIX. ENTIRE CONTRACT

29.1 This Contract and its attachments 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.

Project – TCA **Contract Number: 460000xxxx**

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

CITY OF SAN ANTONIO:

_____

Felix Padrón
Executive Director
Department for Culture and Creative Developmer

CONTRACTING AGENCY:

XxxxXXXX
Address xxxxxx
San Antonio, TX 78XXXX

_____

Authorized Signor

_____

Print Name

APPROVED AS TO FORM:

_____

City Attorney

_____

Board President (if required by Agency)

ATTACHMENTS

Attachment I – Program Statement, Performance Plan & Budget

Attachment II – Contract Monitoring Report

OP up to $24,999 **Contract Number: 460000xxxx**

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT WITH (Name of Contractor)**

CITY OF SAN ANTONIO *

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 City Manager pursuant to Ordinance No. ***2013-09-12-XXXX*** dated ***September 12, 2013***, and the ***(agency name)***, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department for Culture and Creative Development is designated as the managing City department (hereinafter referred to as "DCCD") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Operational Support*** (hereinafter referred to as "the Project"); and

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

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Operational Support	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2013**, and shall terminate on **September 30, 2014**.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. ***2013-09-12-XXXX.*** Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Operational Support	***$***	Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to DCCD by the City of San Antonio. The allocation is based on an appropriation for the ***Operational Support*** and DCCD's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.

3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2011 Funding Process.

3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII., below.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by 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, 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 I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.

(B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

Disbursement Schedule			
October	January	April	September
30%	30%	30%	10%

(1) The Disbursement Schedule takes effect upon Contract execution.

(2) Invoice support documents must be provided by 4:00 p.m. on the 10th of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.

(3) Contractor must provide support documentation for prior payments before receiving further payment.

(4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.

(5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting Contract Monitoring Reports and any and all documents related to the contract, as determined by the sole discretion of the Executive Director of DCCD, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of DCCD, according to standard procedures followed by City's Finance Department.

4.3 The City Manager, Assistant City Manager or the Director of DCCD may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.

4.4 The Executive Director of DCCD may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of DCCD.

4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of DCCD prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.

4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

4.8 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

4.9 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.10 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DCCD may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.11 Contractor must be designated as a 501(c)(3).

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

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. Contractor shall be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or

(B) deducted from the total Project cost for the purpose of determining the net cost

reimbursed by City.

5.2 Contractor shall provide DCCD, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.

5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 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 City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

VII. AUDIT

7.1 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of 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 DCCD within ten (10) days of Contractor's receipt of the report.

7.2 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). 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 to the auditing entity 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 four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, 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, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

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

7.4 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, 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, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, DCCD 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 City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If DCCD elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce 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 Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DCCD is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DCCD, Contractor shall furnish to DCCD, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

8.2 Contractor shall submit to DCCD such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to DCCD no later than 4:00 p.m. on the tenth (10th) day of month according to the schedule below in which the reported activities occurred as stated on the Performance Plan set forth in Attachment I.

Contract Monitoring Report Schedule			
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
January 10th	April 10th	July 10th	October 10th

8.3 The Public Information Act, Government Code Section 552.021, requires 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, 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.

8.4 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.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any

records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of DCCD, unless required to do so by a court of competent jurisdiction. DCCD shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.

8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

8.7 Contractor shall provide to DCCD all information requested by DCCD 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 including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and

(C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

(D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and

(E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 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 11.4 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 a completed Certificate(s) of Insurance to the City's Department for Culture and Creative Development, which shall be clearly labeled "***Operational Support***" 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form 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 City's Department for Culture and Creative Development. 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 whereupon City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain

and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, 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:

TYPE	AMOUNTS
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	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
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

City of San Antonio
Attn: Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

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

- Name the City and 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
- 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;
- 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 written notice for nonpayment of premium.

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

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

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

(I) It is agreed that Contractor's insurance shall be deemed primary 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.

(J) 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.

(K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 **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 AGREEMENT, 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 AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND 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.**

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

10.3 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 AGREEMENT.

10.4 Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.

10.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.

XI. APPLICABLE LAWS

11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:

- worker's compensation;
- unemployment insurance;
- timely deposits of payroll deductions;
- Occupational Safety and Health Act regulations;
- Employee Retirement Income Security Act of 1974, P.L. 93-406.
- Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

11.2 Non-Discrimination. 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 agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DCCD upon written request form 990, 990N or 990T.

11.4 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
- Texas Government Code Chapter 552 pertaining to Texas Public Information Act
- Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

11.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

(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".

XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 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 Contractor or City. For breach or violation of this warrant, 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Contractor acknowledges that it is informed that Charter of 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 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.

12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither 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, 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 it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). 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 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, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. 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 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, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. 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 City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.4 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, 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.

14.2 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.

14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 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.

14.4 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 DCCD. Contractor shall list the name and number of a contact person from DCCD on the statement that Contractor's personnel can call to report said violations.

14.5 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 City's discretion, be withheld until the situation is resolved.

14.6 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.

XV. PERSONNEL MANAGEMENT

15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.

15.2 Contractor shall provide City with its hours of operation no later than October 31, 2013. Contractor shall promptly inform the City if any change is made to daily schedule.

15.3 Contractor shall have a salaried full-time or part-time manager (works at least 20 hours per week, compensated at least a federal minimum wage) who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description along with the first Contract Monitoring Report submitted under this Contract.

15.4 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.

15.4 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If 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.

15.5 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.

15.6 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.

15.7 The Contractor agrees to provide 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.

15.8 At the sole discretion of the Executive Director of DCCD, 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, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. 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;

15.9 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.

15.10 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.

15.11 Contractor's primary contact for this Contract is (Name/Title) _____and (Name/Title) _____shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

XVI. ADVERSARIAL PROCEEDINGS

16.1 Contractor agrees to comply with the following 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 City or any other public entity; and

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

XVII. CITY-SUPPORTED PROJECT

17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department for Culture and Creative Development" and by utilizing the official DCCD logo (not the "sahearts" website log). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

XVIII SPECIAL PROVISIONS

18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under DCCD's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1 (b.)

(B) Contractor must make DCCD aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

18.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

19.1 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.

XX. ASSIGNMENT

20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, 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.

XXI. AMENDMENT

21.1 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 Executive Director of DCCD 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 in the following circumstances:

A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;

B. modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;

C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III. Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;

D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DCCD;

E. adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and

F. any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(a) and (e) above.

21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

XXII. SUBCONTRACTING

22.1 Any work or services subcontracted hereunder shall be subcontracted 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XXIII. OFFICIAL COMMUNICATIONS

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

City:

City of San Antonio
Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

Contractor:

_____
_____
_____
_____

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.

XXIV. VENUE

24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of 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.

XXV. GENDER

25.1 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.

XXVI. AUTHORITY

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

XXVII. INDEPENDENT CONTRACTOR

27.1 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 City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

27.2 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.

27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of 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 Contractor.

XXVIII. SEVERABILITY

28.1 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.

XXIX. CONTRIBUTION PROHIBITIONS

29.1 Contractor acknowledges that City Code Section 2-309 may apply to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

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

XXX. ENTIRE CONTRACT

30.1 This Contract and its attachments 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:

_____

Felix Padrón
Executive Director
Department for Culture and Creative Developmer

CONTRACTING AGENCY:

xxxxxxxxxxxxxxxxxxx
Address xxxxx
San Antonio, TX 782xx

_____

Authorized Signor

_____

Print Name

_____

Board President (if required by Agency)

APPROVED AS TO FORM:

_____

City Attorney

ATTACHMENTS

Attachment I. – Program Statement, Performance Plan & Budget
Attachment II. – Contract Monitoring Report

OP up to $24,999 (Monthly) Contract Number: 460000xxxx

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT WITH (Name of Contractor)**

CITY OF SAN ANTONIO *

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 City Manager pursuant to Ordinance No. ***2013-09-12-XXXX*** dated ***September 12, 2013***, and the ***(agency name)***, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department for Culture and Creative Development is designated as the managing City department (hereinafter referred to as "DCCD") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Operational Support*** (hereinafter referred to as "the Project"); and

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

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Operational Support	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2013**, and shall terminate on **September 30, 2014**.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. ***2013-09-12-XXXX.*** Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Operational Support	***$***	Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to DCCD by the City of San Antonio. The allocation is based on an appropriation for the ***Operational Support*** and DCCD's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.

3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2011 Funding Process.

3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII., below.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by 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, 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 I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.

(B) Contractor agrees that reimbursement of eligible expenses shall be made monthly or bi-weekly, as determined by the Executive Director of DCCD according to standard procedures followed by City's Finance Department. The Executive Director of DCCD may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

(1) Invoice support documents must be provided by 4:00 p.m. on the 10th of the month and must reflect the budget set forth in Attachment I.

(2) Contractor must provide support documentation for prior payments before receiving further payment.

(3) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.

4.3 The Executive Director of DCCD may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

4.4 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of DCCD.

4.5 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of DCCD prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.

4.6 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

4.7 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

4.8 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.9 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DCCD may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.10 Contractor must be designated as a 501(c)(3).

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

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. Contractor shall be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

5.2 Contractor shall provide DCCD, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.

5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 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 City, the party ultimately responsible for all matters of

compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

VII. AUDIT

7.1 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of 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 DCCD within ten (10) days of Contractor's receipt of the report.

7.2 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). 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 to the auditing entity 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 four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, 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, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

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

7.4 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, 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, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, DCCD 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 City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If DCCD elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce 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 Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DCCD is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DCCD, Contractor shall furnish to DCCD, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

8.2 Contractor shall submit to DCCD such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to DCCD no later than 4:00 p.m. on the tenth (10th) day of month according to the schedule below in which the reported activities occurred as stated on the Performance Plan set forth in Attachment I.

Contract Monitoring Report Schedule			
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
January 10th	April 10th	July 10th	October 10th

8.3 The Public Information Act, Government Code Section 552.021, requires 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, 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.

8.4 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.

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

8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

8.7 Contractor shall provide to DCCD all information requested by DCCD 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 including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and

(C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

(D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and

(E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 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 11.4 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 a completed Certificate(s) of Insurance to the City's Department for Culture and Creative Development, which shall be clearly labeled "***Operational Support***" 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form 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 City's Department for Culture and Creative Development. 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 whereupon City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, 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:

TYPE	AMOUNTS
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	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

e. Contractual Liability	
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

City of San Antonio
Attn: Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

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

- Name the City and 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
- 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;
- 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 written notice for nonpayment of premium.

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

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

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

(I) It is agreed that Contractor's insurance shall be deemed primary 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.

(J) 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.

(K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 **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 AGREEMENT, 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 AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND 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.**

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

10.3 **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 AGREEMENT.**

10.4 **<u>Defense Counsel</u> – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.**

10.5 **<u>Employee Litigation</u> – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.**

XI. APPLICABLE LAWS

11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:

- worker's compensation;
- unemployment insurance;
- timely deposits of payroll deductions;
- Occupational Safety and Health Act regulations;
- Employee Retirement Income Security Act of 1974, P.L. 93-406.
- Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

11.2 Non-Discrimination. 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 agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DCCD upon written request form 990, 990N or 990T.

11.4 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
- Texas Government Code Chapter 552 pertaining to Texas Public Information Act
- Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

11.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG

Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

(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".

XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 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 Contractor or City. For breach or violation of this warrant, 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Contractor acknowledges that it is informed that Charter of 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 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.

12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither 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, 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 it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). 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 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, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. 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 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, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. 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 City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.4 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political

party, organization or measure, 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.

14.2 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.

14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 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.

14.4 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 DCCD. Contractor shall list the name and number of a contact person from DCCD on the statement that Contractor's personnel can call to report said violations.

14.5 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 City's discretion, be withheld until the situation is resolved.

14.6 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.

XV. PERSONNEL MANAGEMENT

15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.

15.2 Contractor shall provide City with its hours of operation no later than October 31, 2013. Contractor shall promptly inform the City if any change is made to daily schedule.

15.3 Contractor shall have a salaried full-time or part-time manager (works at least 20 hours per week, compensated at least a federal minimum wage) who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description along with the first Contract Monitoring Report submitted under this Contract.

15.4 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.

15.4 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If 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.

15.5 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.

15.6 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.

15.7 The Contractor agrees to provide 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.

15.8 At the sole discretion of the Executive Director of DCCD, 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, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. 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;

15.9 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.

15.10 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.

15.11 Contractor's primary contact for this Contract is (Name/Title) _____and (Name/Title) _____shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

XVI. ADVERSARIAL PROCEEDINGS

16.1 Contractor agrees to comply with the following 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 City or any other public entity; and

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

XVII. CITY-SUPPORTED PROJECT

17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department for Culture and Creative Development" and by utilizing the official DCCD logo (not the "sahearts" website log). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

XVIII SPECIAL PROVISIONS

18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under DCCD's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1 (b.)

(B) Contractor must make DCCD aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

18.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

19.1 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.

XX. ASSIGNMENT

20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, 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.

XXI. AMENDMENT

21.1 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 Executive Director of DCCD 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 in the following circumstances:

A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;

B. modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;

C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III. Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;

D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DCCD;

E. adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and

F. any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(a) and (e) above.

21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

XXII. SUBCONTRACTING

22.1 Any work or services subcontracted hereunder shall be subcontracted 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XXIII. OFFICIAL COMMUNICATIONS

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

City:

City of San Antonio
Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

Contractor:

_____
_____
_____
_____

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.

XXIV. VENUE

24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of 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.

XXV. GENDER

25.1 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.

XXVI. AUTHORITY

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

XXVII. INDEPENDENT CONTRACTOR

27.1 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 City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

27.2 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.

27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of 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 Contractor.

XXVIII. SEVERABILITY

28.1 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.

XXIX. CONTRIBUTION PROHIBITIONS

29.1 Contractor acknowledges that City Code Section 2-309 may apply to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

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

XXX. ENTIRE CONTRACT

30.1 This Contract and its attachments 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:

_____

Felix Padrón
Executive Director
Department for Culture and Creative Developmer

CONTRACTING AGENCY:

xxxxxxxxxxxxxxxxxxx
Address xxxxx
San Antonio, TX 782xx

_____
Authorized Signor

_____
Print Name

APPROVED AS TO FORM:

_____
City Attorney

_____
Board President (if required by Agency)

ATTACHMENTS

Attachment I. – Program Statement, Performance Plan & Budget
Attachment II. – Contract Monitoring Report

OP up to $24,999 (50/50) **Contract Number: 460000xxxx**

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT WITH (Name of Contractor)**

CITY OF SAN ANTONIO *

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 City Manager pursuant to Ordinance No. ***2013-09-12-XXXX*** dated ***September 12, 2013***, and the ***(agency name)***, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department for Culture and Creative Development is designated as the managing City department (hereinafter referred to as "DCCD") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Operational Support*** (hereinafter referred to as "the Project"); and

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

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Operational Support	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2013**, and shall terminate on **September 30, 2014**.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. ***2013-09-12-XXXX.*** Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Operational Support	$	Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to DCCD by the City of San Antonio. The allocation is based on an appropriation for the ***Operational Support*** and DCCD's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.

3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2011 Funding Process.

3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII., below.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by 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, 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 I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.

(B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

Value of Program Budget	Disbursement Schedule	
up to $24,999	October	Performance Plan Completion
	50%	50%

(1) The Disbursement Schedule takes effect upon Contract execution.

(2) Invoice support documents must be provided by 4:00 p.m. on the 10th of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.

(3) Contractor must provide support documentation for prior payments before receiving further payment.

(4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.

(5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting Contract Monitoring Reports and any and all documents related to the contract, as determined by the sole discretion of the Executive Director of DCCD, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of DCCD, according to standard procedures followed by City's Finance Department.

4.3 The City Manager, Assistant City Manager or the Director of DCCD may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.

4.4 The Executive Director of DCCD may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of DCCD.

4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of DCCD prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.

4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

4.8 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

4.9 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.10 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DCCD may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.11 Contractor must be designated as a 501(c)(3).

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

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. Contractor shall be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or

(B) deducted from the total Project cost for the purpose of determining the net cost

reimbursed by City.

5.2 Contractor shall provide DCCD, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.

5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 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 City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

VII. AUDIT

7.1 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of 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 DCCD within ten (10) days of Contractor's receipt of the report.

7.2 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). 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 to the auditing entity 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 four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, 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, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

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

7.4 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, 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, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, DCCD 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 City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If DCCD elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce 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 Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DCCD is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DCCD, Contractor shall furnish to DCCD, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

8.2 Contractor shall submit to DCCD such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to DCCD no later than 4:00 p.m. on the tenth (10th) day of month according to the schedule below in which the reported activities occurred as stated on the Performance Plan set forth in Attachment I.

Contract Monitoring Report Schedule			
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
January 10th	April 10th	July 10th	October 10th

8.3 The Public Information Act, Government Code Section 552.021, requires 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, 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.

8.4 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.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any

records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of DCCD, unless required to do so by a court of competent jurisdiction. DCCD shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.

8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

8.7 Contractor shall provide to DCCD all information requested by DCCD 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 including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and

(C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

(D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and

(E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 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 11.4 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 a completed Certificate(s) of Insurance to the City's Department for Culture and Creative Development, which shall be clearly labeled "***Operational Support***" 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form 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 City's Department for Culture and Creative Development. 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 whereupon City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain

and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, 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:

TYPE	AMOUNTS
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	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
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

City of San Antonio
Attn: Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

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

- Name the City and 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
- 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;
- 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 written notice for nonpayment of premium.

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

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

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

(I) It is agreed that Contractor's insurance shall be deemed primary 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.

(J) 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.

(K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 **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 AGREEMENT, 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 AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND 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.**

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

10.3 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 AGREEMENT.

10.4 Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.

10.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.

XI. APPLICABLE LAWS

11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:

- worker's compensation;
- unemployment insurance;
- timely deposits of payroll deductions;
- Occupational Safety and Health Act regulations;
- Employee Retirement Income Security Act of 1974, P.L. 93-406.
- Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

11.2 Non-Discrimination. 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 agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DCCD upon written request form 990, 990N or 990T.

11.4 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
- Texas Government Code Chapter 552 pertaining to Texas Public Information Act
- Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

11.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

(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".

XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 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 Contractor or City. For breach or violation of this warrant, 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Contractor acknowledges that it is informed that Charter of 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 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.

12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither 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, 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 it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). 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 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, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. 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 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, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. 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 City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.4 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, 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.

14.2 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.

14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 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.

14.4 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 DCCD. Contractor shall list the name and number of a contact person from DCCD on the statement that Contractor's personnel can call to report said violations.

14.5 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 City's discretion, be withheld until the situation is resolved.

14.6 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.

XV. PERSONNEL MANAGEMENT

15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.

15.2 Contractor shall provide City with its hours of operation no later than October 31, 2013. Contractor shall promptly inform the City if any change is made to daily schedule.

15.3 Contractor shall have a salaried full-time or part-time manager (works at least 20 hours per week, compensated at least a federal minimum wage) who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description along with the first Contract Monitoring Report submitted under this Contract.

15.4 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.

15.4 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If 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.

15.5 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.

15.6 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.

15.7 The Contractor agrees to provide 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.

15.8 At the sole discretion of the Executive Director of DCCD, 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, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. 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;

15.9 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.

15.10 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.

15.11 Contractor's primary contact for this Contract is (Name/Title) _____and (Name/Title) _____shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

XVI. ADVERSARIAL PROCEEDINGS

16.1 Contractor agrees to comply with the following 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 City or any other public entity; and

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

XVII. CITY-SUPPORTED PROJECT

17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department for Culture and Creative Development" and by utilizing the official DCCD logo (not the "sahearts" website log). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

XVIII SPECIAL PROVISIONS

18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under DCCD's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1 (b.)

(B) Contractor must make DCCD aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

18.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

19.1 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.

XX. ASSIGNMENT

20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, 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.

XXI. AMENDMENT

21.1 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 Executive Director of DCCD 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 in the following circumstances:

A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;

B. modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;

C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III. Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;

D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DCCD;

E. adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and

F. any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(a) and (e) above.

21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

XXII. SUBCONTRACTING

22.1 Any work or services subcontracted hereunder shall be subcontracted 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XXIII. OFFICIAL COMMUNICATIONS

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

City:

City of San Antonio
Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

Contractor:

_____
_____
_____
_____

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.

XXIV. VENUE

24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of 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.

XXV. GENDER

25.1 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.

XXVI. AUTHORITY

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

XXVII. INDEPENDENT CONTRACTOR

27.1 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 City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

27.2 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.

27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of 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 Contractor.

XXVIII. SEVERABILITY

28.1 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.

XXIX. CONTRIBUTION PROHIBITIONS

29.1 Contractor acknowledges that City Code Section 2-309 may apply to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

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

XXX. ENTIRE CONTRACT

30.1 This Contract and its attachments 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:

_____

Felix Padrón
Executive Director
Department for Culture and Creative Developmer

CONTRACTING AGENCY:

xxxxxxxxxxxxxxxxxxx
Address xxxxx
San Antonio, TX 782xx

_____
Authorized Signor

_____
Print Name

APPROVED AS TO FORM:

_____
City Attorney

_____
Board President (if required by Agency)

ATTACHMENTS

Attachment I. – Program Statement, Performance Plan & Budget
Attachment II. – Contract Monitoring Report

OP Over $25K **Contract Number: 460000xxxx**

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT WITH (Name of Contractor)**

CITY OF SAN ANTONIO *

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 City Manager pursuant to Ordinance No. ***2013-09-12-XXXX*** dated
September 12, 2013, and the ***(agency name)***, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department for Culture and Creative Development is designated as the managing City department (hereinafter referred to as "DCCD") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Operational Support*** (hereinafter referred to as "the Project"); and

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

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Operational Support	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on ***October 1, 2013*** and shall terminate on ***September 30, 2014***.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract and City has approved said submittals. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. ***2013-09-12-XXXX.*** Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Operational Support	$	Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to DCCD by the City of San Antonio. The allocation is based on an appropriation for the ***Operational Support*** and DCCD's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.

3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2011 Funding Process.

3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII, below.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by 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, 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 I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.

(B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

Disbursement Schedule	
October	Performance Plan Completion
50%	50%

(1) The Disbursement Schedule takes effect upon Contract execution.

(2) Invoice support documents must be provided by 4:00 p.m. on the 10th of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.

(3) Contractor must provide support documentation for prior payments before receiving further payment.

(4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.

(5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting Contract Monitoring Reports and any and all documents related to the contract, as determined by the sole discretion of the Executive Director of DCCD, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of DCCD, according to standard procedures followed by City's Finance Department.

4.3 The City Manager, Assistant City Manager or the Director of DCCD may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.

4.4 The Executive Director of DCCD may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of DCCD.

4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of DCCD prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.

4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

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, Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) adequate 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. Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by 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 City and the disbursement of said funds by Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with City;

(G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees to comply with the following check 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 for any given calendar month during the term of this Contract unless Contractor receives prior written approval from DCCD to exceed such limit. Such requests for petty cash must be supported by the submission to DCCD of an original receipt; and

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account no later than three (3) business days of Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not cashed within ninety (90) days from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by City, Contractor may be reissued such check but, if deemed by City not to be a valid expense, such check shall be immediately returned to City.

4.10 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

4.11 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.12 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DCCD may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor must be designated as a 501(c)(3).

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

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. Contractor shall be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

5.2 Contractor shall provide DCCD, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.

5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 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 City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

VII. AUDIT

7.1 (A) If Contractor expends $250,000.00 or more of City dollars, then during the term of this Contract, Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish DCCD a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. If the amount of funds to be paid to Contractor in Article III. Section 3.1 of this Contract is $250,000.00 or more, then Contractor further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. If City determines, in its sole discretion, that Contractor is in violation of the above requirements, City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have Contractor pay for such audit from non-City resources.

(B) If Contractor expends less than $250,000.00 of City dollars, then during the term of this Contract, 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 or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

(C) The audited financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through City and a certification from Contractor stating whether or not the terms and conditions of the Contract were met.

7.2 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of 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 DCCD within ten (10) days of Contractor's receipt of the report.

7.3 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). 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 to the auditing entity 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 four (4) years. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, 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, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

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

7.5 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, 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, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, DCCD 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 City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If DCCD elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce 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 Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DCCD is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DCCD, Contractor shall furnish to DCCD, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

8.2 Contractor shall submit to DCCD such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to DCCD no later than 4:00 p.m. on the tenth (10th) day of month according to the schedule below.

Contract Monitoring Report Schedule			
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
January 10th	April 10th	July 10th	October 10th

8.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if 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, 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.

8.4 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.

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

8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

8.7 Contractor shall provide to DCCD all information requested by DCCD 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 including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and

(C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

(D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and

(E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html and any amendments thereto, as well as Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities

and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

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 a completed Certificate(s) of Insurance to the City's Department for Culture and Creative Development, which shall be clearly labeled "***Operational Support***" 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form 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 City's Department for Culture and Creative Development. 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 whereupon City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, 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:

TYPE	AMOUNTS
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	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
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

(D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and

may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

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

- Name the City and 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
- 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;
- 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 written notice for nonpayment of premium.

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

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

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

(I) It is agreed that Contractor's insurance shall be deemed primary 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.

(J) 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.

(K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 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 AGREEMENT, 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 AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND 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.

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

10.3 **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 AGREEMENT.**

10.4 **<u>Defense Counsel</u> – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.**

10.5 **<u>Employee Litigation</u> – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.**

XI. APPLICABLE LAWS

11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:

- worker's compensation;
- unemployment insurance;
- timely deposits of payroll deductions;
- Occupational Safety and Health Act regulations;
- Employee Retirement Income Security Act of 1974, P.L. 93-406.
- Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

11.2 Non-Discrimination. 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 agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DCCD upon written request form 990, 990N or 990T.

11.4 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

(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".

11.5 All expenditures by Contractor or any of its subcontractors exceeding $25,000.00 must be pre-approved in writing by DCCD. Furthermore, all expenditures by Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations including all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code which include groups of separate, sequential or component purchases, as such terms are defined in Section 252.001 of the Texas Local Government Code, exceeding a total cost of $3,000.00 set forth in this Section.

XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 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 Contractor or City. For breach or violation of this warrant, 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Contractor acknowledges that it is informed that Charter of 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 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.

12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither 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, 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 it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). 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 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, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. 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 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, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. 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 City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.5 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, 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.

14.2 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.

14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 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.

14.4 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 DCCD. Contractor shall list the name and number of a contact person from DCCD on the statement that Contractor's personnel can call to report said violations.

14.5 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 City's discretion, be withheld until the situation is resolved.

14.6 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.

XV. PERSONNEL MANAGEMENT

15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.

15.2 Contractor shall provide City with its hours of operation no later than October 31, 2013. Contractor shall promptly inform the City if any change is made to daily schedule.

15.3 Contractor shall have a salaried full-time or part-time manager (works at least 20 hours per week, compensated at least a federal minimum wage) who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description along with the first Contract Monitoring Report submitted under this Contract.

15.4 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.

15.5 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If 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.

15.6 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.

15.7 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.

15.8 The Contractor agrees to provide 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.

15.9 At the sole discretion of the Executive Director of DCCD, 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, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. 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;

15.10 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.

15.11 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.

15.12 Contractor's primary contact for this Contract is (Name/Title)_____ and (Name/Title) _____ shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

XVI. ADVERSARIAL PROCEEDINGS

16.1 Contractor agrees to comply with the following 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 City or any other public entity; and

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

XVII. CITY-SUPPORTED PROJECT

17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department for Culture and Creative Development" and by utilizing the official DCCD logo (not the "sahearts" website logo). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

XVIII. SPECIAL PROVISIONS

18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under DCCD's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1(b).

(B) Contractor must make DCCD aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

18.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

19.1 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.

XX. ASSIGNMENT

20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, 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.

XXI. AMENDMENT

21.1 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 Executive Director of DCCD 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 in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;

(C) budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III, Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DCCD;

(E) adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and

(F) any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(A) and (E) above.

21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

XXII. SUBCONTRACTING

22.1 Any work or services subcontracted hereunder shall be subcontracted 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XXIII. OFFICIAL COMMUNICATIONS

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

City:

City of San Antonio
Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

Contractor:

_____
_____
_____

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.

XXIV. VENUE

24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of 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.

XXV. GENDER

25.1 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.

XXVI. AUTHORITY

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

XXVII. INDEPENDENT CONTRACTOR

27.1 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 City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

27.2 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.

27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of 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 Contractor.

XXVIII. SEVERABILITY

28.1 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.

XXIX. CONTRIBUTION PROHIBITIONS

29.1 Contractor acknowledges that City Code Section 2-309 applies to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

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

XXX. ENTIRE CONTRACT

30.1 This Contract and its attachments 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:

_____

Felix Padrón
Executive Director
Department for Culture and Creative Developmer

CONTRACTING AGENCY:

xxxxxxxxxxxx
Address xxxx
San Antonio, TX 782xx

APPROVED BY:

_____

Sheryl Sculley
City Manager

_____

Authorized Signor

APPROVED AS TO FORM:

_____

City Attorney

_____

Print Name

_____

Board President (if required by Agency)

ATTACHMENTS

Attachment I. – Program Statement, Performance Plan & Budget
Attachment II. – Contract Monitoring Report

OP Over $25K (Monthly) **Contract Number: 460000xxxx**

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT WITH (Name of Contractor)**

CITY OF SAN ANTONIO *

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 City Manager pursuant to Ordinance No. ***2013-09-12-XXXX*** dated ***September 12, 2013***, and the ***(agency name)***, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department for Culture and Creative Development is designated as the managing City department (hereinafter referred to as "DCCD") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Operational Support*** (hereinafter referred to as "the Project"); and

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

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Operational Support	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on ***October 1, 2013*** and shall terminate on ***September 30, 2014***.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract and City has approved said submittals. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. ***2013-09-12-XXXX.*** Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Operational Support	***$***	Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to DCCD by the City of San Antonio. The allocation is based on an appropriation for the ***Operational Support*** and DCCD's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.

3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2011 Funding Process.

3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII, below.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by 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, 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 I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.

(B) Contractor agrees that reimbursement of eligible expenses shall be made monthly or bi-weekly, as determined by the Executive Director of DCCD according to standard procedures followed by City's Finance Department. The Executive Director of DCCD may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

(1) Invoice support documents must be provided by 4:00 p.m. on the 10th of the month and must reflect the budget set forth in Attachment I.

(2) Contractor must provide support documentation for prior payments before receiving further payment.

(3) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.

4.3 The Executive Director of DCCD may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

4.4 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of DCCD.

4.5 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of DCCD prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.

4.6 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

4.7 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII. of this Contract. If accrual basis reports are required, Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) adequate 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. Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by 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 City and the disbursement of said funds by Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with City;

(G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.8 Contractor agrees to comply with the following check 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 for any given calendar month during the term of this Contract unless Contractor receives prior written approval from DCCD to exceed such limit. Such requests for petty cash must be supported by the submission to DCCD of an original receipt; and

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account no later than three (3) business days of Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not cashed within ninety (90) days from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by City, Contractor may be reissued such check but, if deemed by City not to be a valid expense, such check shall be immediately returned to City.

4.9 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

4.10 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.11 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DCCD may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.12 Contractor must be designated as a 501(c)(3).

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

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. Contractor shall be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

5.2 Contractor shall provide DCCD, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.

5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 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 City, the party ultimately responsible for all matters of

compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

VII. AUDIT

7.1 (A) If Contractor expends $250,000.00 or more of City dollars, then during the term of this Contract, Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish DCCD a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. If the amount of funds to be paid to Contractor in Article III. Section 3.1 of this Contract is $250,000.00 or more, then Contractor further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. If City determines, in its sole discretion, that Contractor is in violation of the above requirements, City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have Contractor pay for such audit from non-City resources.

(B) If Contractor expends less than $250,000.00 of City dollars, then during the term of this Contract, 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 or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

(C) The audited financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through City and a certification from Contractor stating whether or not the terms and conditions of the Contract were met.

7.2 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of 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 DCCD within ten (10) days of Contractor's receipt of the report.

7.3 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). 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 to the auditing entity 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 four (4) years. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, 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, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

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

7.5 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, 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, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, DCCD 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 City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If DCCD elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce 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 Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DCCD is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DCCD, Contractor shall furnish to DCCD, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

8.2 Contractor shall submit to DCCD such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to DCCD no later than 4:00 p.m. on the tenth (10th) day of month according to the schedule below.

Contract Monitoring Report Schedule			
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
January 10th	April 10th	July 10th	October 10th

8.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if 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, 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.

8.4 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.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made

available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of DCCD, unless required to do so by a court of competent jurisdiction. DCCD shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.

8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

8.7 Contractor shall provide to DCCD all information requested by DCCD 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 including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and

(C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

(D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and

(E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html and any amendments thereto, as well as Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

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 a completed Certificate(s) of Insurance to the City's Department for Culture and Creative Development, which shall be clearly labeled "***Operational Support***" 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form 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 City's Department for Culture and Creative Development. 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 whereupon City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, 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:

TYPE	AMOUNTS
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	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
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

City of San Antonio
Attn: Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

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

- Name the City and 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

- 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;
- 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 written notice for nonpayment of premium.

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

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

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

(I) It is agreed that Contractor's insurance shall be deemed primary 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.

(J) 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.

(K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 **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 AGREEMENT, 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 AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND 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.

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

10.3 **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 AGREEMENT.**

10.4 **Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.**

10.5 **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.**

XI. APPLICABLE LAWS

11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:

- worker's compensation;
- unemployment insurance;
- timely deposits of payroll deductions;
- Occupational Safety and Health Act regulations;
- Employee Retirement Income Security Act of 1974, P.L. 93-406.
- Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

11.2 Non-Discrimination. 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 agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DCCD upon written request form 990, 990N or 990T.

11.4 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

(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".

11.5 All expenditures by Contractor or any of its subcontractors exceeding $25,000.00 must be pre-approved in writing by DCCD. Furthermore, all expenditures by Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations including all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code which include groups of separate, sequential or component purchases, as such terms are defined in Section 252.001 of the Texas Local Government Code, exceeding a total cost of $3,000.00 set forth in this Section.

XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 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 Contractor or City. For breach or violation of this warrant, 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Contractor acknowledges that it is informed that Charter of 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 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.

12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither 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, 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 it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). 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 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, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. 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 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, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in

compliance with this Contract. 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 City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.5 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, 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.

14.2 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.

14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 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.

14.4 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 DCCD. Contractor shall list the name and number of a contact person from DCCD on the statement that Contractor's personnel can call to report said violations.

14.5 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 City's discretion, be withheld until the situation is resolved.

14.6 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.

XV. PERSONNEL MANAGEMENT

15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.

15.2 Contractor shall provide City with its hours of operation no later than October 31, 2013. Contractor shall promptly inform the City if any change is made to daily schedule.

15.3 Contractor shall have a salaried full-time or part-time manager (works at least 20 hours per week, compensated at least a federal minimum wage) who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description along with the first Contract Monitoring Report submitted under this Contract.

15.4 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.

15.5 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If 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.

15.6 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.

15.7 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.

15.8 The Contractor agrees to provide 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.

15.9 At the sole discretion of the Executive Director of DCCD, 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, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. 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;

15.10 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.

15.11 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.

15.12 Contractor's primary contact for this Contract is (Name/Title)_____ and (Name/Title) _____ shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

XVI. ADVERSARIAL PROCEEDINGS

16.1 Contractor agrees to comply with the following 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 City or any other public entity; and

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

XVII. CITY-SUPPORTED PROJECT

17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department for Culture and Creative Development" and by utilizing the official DCCD logo (not the "sahearts" website logo). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

XVIII. SPECIAL PROVISIONS

18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under DCCD's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1(b).

(B) Contractor must make DCCD aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

18.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

19.1 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.

XX. ASSIGNMENT

20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, 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.

XXI. AMENDMENT

21.1 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 Executive Director of DCCD 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 in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided,

however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;

(C) budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III, Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DCCD;

(E) adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and

(F) any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(A) and (E) above.

21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

XXII. SUBCONTRACTING

22.1 Any work or services subcontracted hereunder shall be subcontracted 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XXIII. OFFICIAL COMMUNICATIONS

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

City:

City of San Antonio
Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

Contractor:

_____
_____
_____

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.

XXIV. VENUE

24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of 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.

XXV. GENDER

25.1 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.

XXVI. AUTHORITY

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

XXVII. INDEPENDENT CONTRACTOR

27.1 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 City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

27.2 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.

27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of 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 Contractor.

XXVIII. SEVERABILITY

28.1 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.

XXIX. CONTRIBUTION PROHIBITIONS

29.1 Contractor acknowledges that City Code Section 2-309 applies to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

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

XXX. ENTIRE CONTRACT

30.1 This Contract and its attachments 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:

_____

Felix Padrón
Executive Director
Department for Culture and Creative Developmer

CONTRACTING AGENCY:

xxxxxxxxxxxx
Address xxxx
San Antonio, TX 782xx

APPROVED BY:

_____

Sheryl Sculley
City Manager

_____

Authorized Signor

APPROVED AS TO FORM:

_____

City Attorney

_____

Print Name

_____

Board President (if required by Agency)

ATTACHMENTS

Attachment I. – Program Statement, Performance Plan & Budget
Attachment II. – Contract Monitoring Report

OP Over $25K **Contract Number: 460000xxxx**

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT WITH (Name of Contractor)**

CITY OF SAN ANTONIO *

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 City Manager pursuant to Ordinance No. ***2013-09-12-XXXX*** dated ***September 12, 2013***, and the ***(agency name)***, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department for Culture and Creative Development is designated as the managing City department (hereinafter referred to as "DCCD") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Operational Support*** (hereinafter referred to as "the Project"); and

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

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Operational Support	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on ***October 1, 2013*** and shall terminate on ***September 30, 2014***.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract and City has approved said submittals. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. ***2013-09-12-XXXX.*** Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Operational Support	***$***	Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to DCCD by the City of San Antonio. The allocation is based on an appropriation for the ***Operational Support*** and DCCD's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.

3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2011 Funding Process.

3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII, below.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by 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, 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 I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.

(B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

Value of Program Budget	**Disbursement Schedule**			
Greater than $100,001	October	January	April	September
	30%	30%	30%	10%

(1) The Disbursement Schedule takes effect upon Contract execution.

(2) Invoice support documents must be provided by 4:00 p.m. on the 10th of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.

(3) Contractor must provide support documentation for prior payments before receiving further payment.

(4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.

(5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting Contract Monitoring Reports and any

and all documents related to the contract, as determined by the sole discretion of the Executive Director of DCCD, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of DCCD, according to standard procedures followed by City's Finance Department.

4.3 The City Manager, Assistant City Manager or the Director of DCCD may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.

4.4 The Executive Director of DCCD may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of DCCD.

4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of DCCD prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.

4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

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, Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) adequate 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. Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by 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 City and the disbursement of said funds by Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with City;

(G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and

Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees to comply with the following check 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 for any given calendar month during the term of this Contract unless Contractor receives prior written approval from DCCD to exceed such limit. Such requests for petty cash must be supported by the submission to DCCD of an original receipt; and

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account no later than three (3) business days of Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not cashed within ninety (90) days from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by City, Contractor may be reissued such check but, if deemed by City not to be a valid expense, such check shall be immediately returned to City.

4.10 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

4.11 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.12 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DCCD may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor must be designated as a 501(c)(3).

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

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. Contractor shall be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

5.2 Contractor shall provide DCCD, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.

5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 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 City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

VII. AUDIT

7.1 (A) If Contractor expends $250,000.00 or more of City dollars, then during the term of this Contract, Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish DCCD a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. If the amount of funds to be paid to Contractor in Article III. Section 3.1 of this Contract is $250,000.00 or more, then Contractor further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. If City determines, in its sole discretion, that Contractor is in violation of the above requirements, City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have Contractor pay for such audit from non-City resources.

(B) If Contractor expends less than $250,000.00 of City dollars, then during the term of this Contract, 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 or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

(C) The audited financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through City and a certification from Contractor stating whether or not the terms and conditions of the Contract were met.

7.2 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of 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 DCCD within ten (10) days of Contractor's receipt of the report.

7.3 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). 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 to the auditing entity 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 four (4) years. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, 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, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

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

7.5 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, 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, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, DCCD 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 City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If DCCD elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce 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 Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DCCD is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DCCD, Contractor shall furnish to DCCD, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

8.2 Contractor shall submit to DCCD such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to DCCD no later than 4:00 p.m. on the tenth (10th) day of month according to the schedule below.

Contract Monitoring Report Schedule			
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
January 10th	April 10th	July 10th	October 10th

8.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection

with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if 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, 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.

8.4 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.

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

8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

8.7 Contractor shall provide to DCCD all information requested by DCCD 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 including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and

(C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

(D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and

(E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html and any amendments thereto, as well as Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

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 a completed Certificate(s) of Insurance to the City's Department for Culture and Creative Development, which shall be clearly labeled "***Operational Support***" 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form 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 City's Department for Culture and Creative Development. 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 whereupon City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, 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:

TYPE	AMOUNTS
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	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
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

(D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the

address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

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

- Name the City and 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
- 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;
- 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 written notice for nonpayment of premium.

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

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

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

(I) It is agreed that Contractor's insurance shall be deemed primary 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.

(J) 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.

(K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 **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 AGREEMENT, 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 AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND 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.

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

10.3 **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 AGREEMENT.**

10.4 **<u>Defense Counsel</u> – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.**

10.5 **<u>Employee Litigation</u> – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.**

XI. APPLICABLE LAWS

11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:

- worker's compensation;
- unemployment insurance;
- timely deposits of payroll deductions;
- Occupational Safety and Health Act regulations;

- Employee Retirement Income Security Act of 1974, P.L. 93-406.
- Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

11.2 Non-Discrimination. 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 agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DCCD upon written request form 990, 990N or 990T.

11.4 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

(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".

11.5 All expenditures by Contractor or any of its subcontractors exceeding $25,000.00 must be pre-approved in writing by DCCD. Furthermore, all expenditures by Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations including all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code which include groups of separate, sequential or component purchases, as such terms are defined in Section 252.001 of the Texas Local Government Code, exceeding a total cost of $3,000.00 set forth in this Section.

XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 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 Contractor or City. For breach or violation of this warrant, 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Contractor acknowledges that it is informed that Charter of 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 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.

12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither 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, 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 it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). 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 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, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. 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 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, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. 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 City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.5 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, 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.

14.2 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.

14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 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.

14.4 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 DCCD. Contractor shall list the name and number of a contact person from DCCD on the statement that Contractor's personnel can call to report said violations.

14.5 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 City's discretion, be withheld until the situation is resolved.

14.6 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.

XV. PERSONNEL MANAGEMENT

15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.

15.2 Contractor shall provide City with its hours of operation no later than October 31, 2013. Contractor shall promptly inform the City if any change is made to daily schedule.

15.3 Contractor shall have a salaried full-time or part-time manager (works at least 20 hours per week, compensated at least a federal minimum wage) who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description along with the first Contract Monitoring Report submitted under this Contract.

15.4 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.

15.5 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If 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.

15.6 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.

15.7 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.

15.8 The Contractor agrees to provide 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.

15.9 At the sole discretion of the Executive Director of DCCD, 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, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. 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;

15.10 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.

15.11 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.

15.12 Contractor's primary contact for this Contract is (Name/Title)_____ and (Name/Title) _____ shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

XVI. ADVERSARIAL PROCEEDINGS

16.1 Contractor agrees to comply with the following 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 City or any other public entity; and

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

XVII. CITY-SUPPORTED PROJECT

17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department for Culture and Creative Development" and by utilizing the official DCCD logo (not the "sahearts" website logo). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

XVIII. SPECIAL PROVISIONS

18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under DCCD's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1(b).

(B) Contractor must make DCCD aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

18.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

19.1 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.

XX. ASSIGNMENT

20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, 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.

XXI. AMENDMENT

21.1 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 Executive Director of DCCD 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 in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;

(C) budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III, Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DCCD;

(E) adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and

(F) any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(A) and (E) above.

21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

XXII. SUBCONTRACTING

22.1 Any work or services subcontracted hereunder shall be subcontracted 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XXIII. OFFICIAL COMMUNICATIONS

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

City:

City of San Antonio
Department for Culture and Creative Development
PO Box 839966
San Antonio, Texas 78283-3966

Contractor:

_____
_____
_____

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.

XXIV. VENUE

24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of 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.

XXV. GENDER

25.1 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.

XXVI. AUTHORITY

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

XXVII. INDEPENDENT CONTRACTOR

27.1 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 City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

27.2 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.

27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of 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 Contractor.

XXVIII. SEVERABILITY

28.1 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.

XXIX. CONTRIBUTION PROHIBITIONS

29.1 Contractor acknowledges that City Code Section 2-309 applies to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

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

XXX. ENTIRE CONTRACT

30.1 This Contract and its attachments 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:

_____

Felix Padrón
Executive Director
Department for Culture and Creative Developmer

CONTRACTING AGENCY:

xxxxxxxxxxxx
Address xxxx
San Antonio, TX 782xx

APPROVED BY:

_____

Sheryl Sculley
City Manager

_____

Authorized Signor

APPROVED AS TO FORM:

_____

Print Name

_____

City Attorney

_____

Board President (if required by Agency)

ATTACHMENTS

Attachment I. – Program Statement, Performance Plan & Budget
Attachment II. – Contract Monitoring Report

AMENDMENT TO MEMORANDUM OF AGREEMENT

This amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through the San Antonio Metropolitan Health District, and the YMCA of Greater San Antonio, (hereinafter referred to as "YMCA"), both of which may be referred to herein collectively as the "Parties".

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.

WHEREAS, the City entered into an Agreement with the YMCA to continue Siclovia events through September 30, 2013 with funding for an amount up to $120,000.00; and

WHEREAS, the City has determined that additional funding, in the amount of $120,000.00, is available for the YMCA's efforts in staging Siclovia events through the extended term of the Agreement which now continues through September 30, 2014. These additional funds will bring the total value of the agreement to an amount not to exceed $240,000.00; and

WHEREAS, the City Council has determined that Siclovia provides a benefit to the City of San Antonio by promoting increased physical activity and impacting normative beliefs regarding physical activity and exercise; **NOW THEREFORE:**

City and the YMCA agree to amend the Agreement as follows:

1. Section 2.1 is amended by replacing the entirety of the section with the following:

   2.1 This agreement shall commence on March 19, 2012 and will terminate on September 30, 2014.

2. Article IV is hereby amended by adding Section 4.8.1 as set out below:

   4.8.1 The City, through its Public Works Department, will provide traffic control plans, pavement markings, installation/collection of No Parking signs, limited street and sidewalk repairs, pre and post-event street sweeping, mowing, and other administrative functions if necessary for the March 23, 2014 Siclovia event pursuant to a Funding Agreement executed by the parties and approved by the City Council for the City of San Antonio on September 12, 2013. Public Works may provide similar services and support for the second event addressed in this Agreement. Any additional services to be provided by Public Works, and subsequent funding, that is required to ensure the success of future events may be addressed in a separate agreement.

3. Section 4.9 is amended by replacing the entirety of the section with the following:

4.9 The City will provide an amount not to exceed ONE HUNDRED TWENTY THOUSAND AND NO/100THS DOLLARS during year one of this Agreement and by amendment hereby agrees to provide an additional amount of ONE HUNDRED TWENTY THOUSAND AND NO/100THS DOLLARS during year two of the Agreement. The amended total amount of the Agreement will be an amount not to exceed TWO HUNDRED FORTY THOUSAND AND NO/100THS DOLLARS ($240,000.00) to the YMCA for Siclovia events held during the full term of this Agreement.

4. Article V of the Agreement is hereby amended by adding Section 5.1.1 as follows:

5.1.1 The YMCA will utilize its working experience on planning and implementing Siclovía events to plan, implement and stage two (2) future Siclovías, to be held on or about March 23, 2014 and a final event to be held before the expiration of this Agreement.

5. 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 _____, 2013.

CITY OF SAN ANTONIO:

_____
Gloria Hurtado
Assistant City Manager

YMCA:

_____
Sandy Morander
President & CEO

APPROVED AS TO FORM:

_____
City Attorney

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR * **DELEGATE AGENCY CONTRACT WITH**

CITY OF SAN ANTONIO * **THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

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 University of Texas at San Antonio (hereinafter referred to as "Contractor") (both of which may be referred to herein collectively as the "Parties").

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) for Early Childhood Support services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $77,514.00 for a project entitled "Early Childhood Professional Development" (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 **October 1, 2013** and shall terminate on **September 30, 2014**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by the City Council of San Antonio in the above referenced Ordinance. 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 **$77,514.00**.

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

$77,514.00 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 from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. 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. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with their 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 percentage of 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 percentage requirement. City reserves the right to make such 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 percentage of 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 and upon advance written notice to the Contractor, 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."Program income" shall not include tuition or student fees collected by Contractor. 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 a reasonable 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 THIS SECTION INTENTIONALLY LEFT BLANK

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, reasonable attempt shall be made by City and Contractor to settle such dispute through good faith negotiation.

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 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 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).

7.2 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) to the Managing City Department within ten (10) business days following submission to the Texas Comptroller of Public Accounts as required by Texas law. Contractor shall submit financial statements covering the entire fiscal period covered by the term of this Contract, which may require submission of multiple annual statements to the City following their submission to the Texas Comptroller of Public Accounts.

7.3 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.

7.4 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract, with prior written notice to Contractor, 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 acknowledges that Contractor has its own accounting and administrative procedures for planning, controlling, monitoring and reporting fiscal matters. Contractor agrees that it will adhere to its own procedures and provide information to the City regarding its procedures as reasonably requested in writing by the City.

7.5 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 promptly 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.

7.6 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 shall pay for such requested audit, except in the event that the requested audit determines that violations due to negligence or fraud on the part of the Contractor have occurred, in which case the Contractor agrees that it shall be responsible for reimbursement of the costs of the audit.

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, 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 reasonably be required by the City or 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 Notwithstanding any terms herein, Contractor or Contractor's investigators shall have the right to publish any results, information, or data associated with the Project and to assert copyright or proprietary claims to any results, information, studies, or reports using data related to the Project, if such results, information, studies or reports were not included in the work to be delivered to the City under the Project. 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. 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 informing Contractor's employees and subcontractors of the confidential nature of such information prior to any disclosure provided that Contractor shall remain fully responsible for 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 (a) within twenty-four (24) hours of receiving the requests forward such requests to City for -notification purposes and to afford the City the opportunity to assert any applicable arguments or protections necessary to protect its information, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to State or Federal law. 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 Contractor. 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 Contractor. Subject to confidential treatment by City of Contractor confidential information that may be disclosed thereunder, Contractor grants City a permanent and perpetual, fully paid-up, non-exclusive license under Contractor's copyrights to reproduce, publish, use, and to make derivative works, from any written report prepared and delivered to City in accordance with this Contract. 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 THIS SECTION INTENTIONALLY LEFT BLANK

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

X. INDEMNITY

10.1 Contractor and the City acknowledge they are political subdivisions of the State of Texas and are subject to comply with the applicable provisions of the Texas Tort Claims Act, as set out in the 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.

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

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 those compliance requirements that are set out or referenced in this Contract and that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated.

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

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

12.5 The Contractor certifies 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. . Expenditures shall be made in accordance with all bidding requirements that Contractor would be required to perform under Section 51,9335 of the Texas Education Code, and other laws and regulations pertaining to purchasing and contracting authority of institutions of higher education.

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 and certifies 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 representation and certification, 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 represents and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor any of its officers, employees, or agents performing on this Contract is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. Contractor further certifies that it 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 inform every member of its personnel paid out of City funds under this Contact of the above prohibitions and shall further direct 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. Contractor represents that it has a compliance program in place that includes a telephone number that Contractor's personnel can call to report violations of the above policies. Contractor will promptly address any such reports it receives and will advise City of such reports within twenty-four (24) hours of receiving any such report.

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. This provision shall not limit the Contractor from affecting salary or range increases using non-City funds or non-City resources.

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 Contractor's leadership and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

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

XVIII. CITY-SUPPORTED PROJECT

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

XIX. EQUIPMENT

19.1 Contractor acknowledges that no equipment will be acquired or procured under this Contract

XX. TRAVEL

20.1 Contractor and City acknowledge that no business travel costs shall be payable under this Contract.

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 SA2020 Scorecard set forth in Attachment I hereto, so long as the terms of the amendment stay within the parameters set forth in the Scope of Work, also set forth in Attachment I hereto;

(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:

Dr. Harriett Romo
Executive Director
University of Texas at San Antonio
501 W. Durango Blvd, MNTB 2.260
San Antonio, Texas 78207

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 Contractor represents, assures and certifies that the signer of this Contract has been granted full authorization to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor represents to City that it is currently operating as a not-for-profit state government agency. Contractor is authorized to do business in the State of Texas and is formed under and operating in accordance with all applicable laws of the State of Texas.

XXX. LICENSES AND TRAINING

30.1 Contractor represents 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 represents 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, Interim
Director Department of Human Services

CONTRACTOR:

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

_____
Can (John) Saygin, Ph.D.
Interim Assistant Vice President for
Sponsored Project Administration

APPROVED AS TO FORM:

_____
Assistant City Attorney

_____
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

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR * **DELEGATE AGENCY CONTRACT**
WITH
CITY OF SAN ANTONIO * **THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

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 University of Texas at San Antonio (hereinafter referred to as "Contractor") (both of which may be referred to herein collectively as the "Parties").

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) for Youth services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $36,947.00 for a project entitled "College Pre-Freshman Engineering Program (PREP)" (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 **October 1, 2013** and shall terminate on **September 30, 2014**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by the City Council of San Antonio in the above referenced Ordinance. 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 **$36,947.00**.

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

$36,947.00 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 from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. 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. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with their 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 percentage of 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 percentage requirement. City reserves the right to make such 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 percentage of 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 and upon advance written notice to the Contractor, 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."Program income" shall not include tuition or student fees collected by Contractor. 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 a reasonable 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 THIS SECTION INTENTIONALLY LEFT BLANK

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, reasonable attempt shall be made by City and Contractor to settle such dispute through good faith negotiation.

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 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 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).

7.2 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) to the Managing City Department within ten (10) business days following submission to the Texas Comptroller of Public Accounts as required by Texas law. Contractor shall submit financial statements covering the entire fiscal period covered by the term of this Contract, which may require submission of multiple annual statements to the City following their submission to the Texas Comptroller of Public Accounts.

7.3 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.

7.4 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract, with prior written notice to Contractor, 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 acknowledges that Contractor has its own accounting and administrative procedures for planning, controlling, monitoring and reporting fiscal matters. Contractor agrees that it will adhere to its own procedures and provide information to the City regarding its procedures as reasonably requested in writing by the City.

7.5 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 promptly 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.

7.6 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 shall pay for such requested audit, except in the event that the requested audit determines that violations due to negligence or fraud on the part of the Contractor have occurred, in which case the Contractor agrees that it shall be responsible for reimbursement of the costs of the audit.

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, 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 reasonably be required by the City or 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 Notwithstanding any terms herein, Contractor or Contractor's investigators shall have the right to publish any results, information, or data associated with the Project and to assert copyright or proprietary claims to any results, information, studies, or reports using data related to the Project, if such results, information, studies or reports were not included in the work to be delivered to the City under the Project. 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. 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 informing Contractor's employees and subcontractors of the confidential nature of such information prior to any disclosure provided that Contractor shall remain fully responsible

for 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 (a) within twenty-four (24) hours of receiving the requests forward such requests to City for -notification purposes and to afford the City the opportunity to assert any applicable arguments or protections necessary to protect its information, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to State or Federal law. 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 Contractor. 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 Contractor. Subject to confidential treatment by City of Contractor confidential information that may be disclosed thereunder, Contractor grants City a permanent and perpetual, fully paid-up, non-exclusive license under Contractor's copyrights to reproduce, publish, use, and to make derivative works, from any written report prepared and delivered to City in accordance with this Contract. 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 THIS SECTION INTENTIONALLY LEFT BLANK

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

X. INDEMNITY

10.1 Contractor and the City acknowledge they are political subdivisions of the State of Texas and are subject to comply with the applicable provisions of the Texas Tort Claims Act, as set out in the 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.

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

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 those compliance requirements that are set out or referenced in this Contract and that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated.

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

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

12.5 The Contractor certifies 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. . Expenditures shall be made in accordance

with all bidding requirements that Contractor would be required to perform under Section 51,9335 of the Texas Education Code, and other laws and regulations pertaining to purchasing and contracting authority of institutions of higher education.

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 and certifies 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 representation and certification, 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 represents and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor any of its officers, employees, or agents performing on this Contract is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. Contractor further certifies that it 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 inform every member of its personnel paid out of City funds under this Contact of the above prohibitions and shall further direct 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. Contractor represents that it has a compliance program in place that includes a telephone number that Contractor's personnel can call to report violations of the above policies. Contractor will promptly address any such reports it receives and will advise City of such reports within twenty-four (24) hours of receiving any such report.

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. This provision shall not limit the Contractor from affecting salary or range increases using non-City funds or non-City resources.

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 Contractor's leadership and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

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

XVIII. CITY-SUPPORTED PROJECT

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

XIX. EQUIPMENT

19.1 Contractor acknowledges that no equipment will be acquired or procured under this Contract

XX. TRAVEL

20.1 Contractor and City acknowledge that no business travel costs shall be payable under this Contract.

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 SA2020 Scorecard set forth in Attachment I hereto, so long as the terms of the amendment stay within the parameters set forth in the Scope of Work, also set forth in Attachment I hereto;

(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:

Dr. Raul Reyna
Executive Director
University of Texas at San Antonio
501 W. Durango Blvd, MNTB 180
San Antonio, Texas 78207

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 Contractor represents, assures and certifies that the signer of this Contract has been granted full authorization to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor represents to City that it is currently operating as a not-for-profit state government agency. Contractor is authorized to do business in the State of Texas and is formed under and operating in accordance with all applicable laws of the State of Texas.

XXX. LICENSES AND TRAINING

30.1 Contractor represents 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 represents 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, Interim Director
Department of Human Services

CONTRACTOR:

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

Can (John) Saygin, Ph.D.
Interim Assistant Vice President for Sponsored Project Administration

APPROVED AS TO FORM:

Assistant City Attorney

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

Contract #

STATE OF TEXAS	*	
COUNTY OF BEXAR	*	**DELEGATE AGENCY CONTRACT WITH**
CITY OF SAN ANTONIO	*	**CHILDSAFE**

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 ChildSafe, (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) for At Risk Youth Behavior Prevention services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $75,000.00 for a project entitled "Child Abuse Resource Enhancement (CARE)" (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 **October 1, 2013** and shall terminate on **September 30, 2014**.

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. 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 **$75,000.00**.

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

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. 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 "**Child Abuse Resource Enhancement (CARE)**" 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. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

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 as directed by the Managing City Department.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's 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 SA2020 Scorecard set forth in Attachment I hereto, so long as the terms of the amendment stay within the parameters set forth in the Scope of Work, also set forth in Attachment I hereto;

(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:

President / CEO
ChildSafe
7130 West US Hwy 90
San Antonio, Texas 78227

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, Interim Director
Department of Human Services

CONTRACTOR:

CHILDSAFE

_____
Kim K. Abernethy, President / CEO
ChildSafe

APPROVED AS TO FORM:

_____
Assistant City Attorney

_____
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

Spoil Disposition Agreement

Authorizing Ordinance:

Project (whether one or more):	City of San Antonio Public Works Operations & Maintenance
City:	City of San Antonio
City's Address:	P.O. Box 839966, San Antonio, Texas 78283-3966
Owner:	Don Otchere
Owner's Address:	PO Box 34922, San Antonio, TX 78264-3596
Description of Subject Property:	22125 S US HWY 281 BCAD Property ID: 161247, Legal Description: CB 4011 P-112, P-244 & P-245A. (See Exhibit B) BCAD Property ID: 161302, Legal Description: CB 4011-2 P-245 (10.7196AC) ABS 7. (See Exhibit B)
Beginning Date:	July 16, 2013
Ending Date:	Disposition of all spoil related to the Projects, or ten years from the Beginning Date, whichever shall occur first.

City's Rights and Responsibilities.

1. From the Beginning Date through the Ending Date, City and its authorized agents and representatives may enter the Subject Property to deposit spoil acquired in connection with the Project.

2. The spoil will consist of discarded, surplus, non-regulated soils and other natural or man made inert solid materials from city street and sidewalk construction projects.

3. City may employ such equipment and independent contractors as it deems necessary or convenient to accomplish the Purpose of Access. The City shall be responsible for monitoring access to the property. The City controls all dumping and grading of the spoil. City's rights and obligations under this Agreement may be assigned to and used by its contractors, and City's contractors may rely on and act under the rights granted by this instrument.

4. City will perform all work at its own expense and will comply with all applicable federal, state, and local laws, rules, and regulations in the course of performing the work.

5. City may continuously screen the spoil and may selectively test it at City's discretion. City may selectively test spoils or other media on the property at any time.

Owner's Rights and Responsibilities.

6. The spoil must be reasonably free of trash, hazardous or deleterious substances, and municipal solid waste. Some natural or man made inert solid materials (for example, concrete chunks or

14. This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, the counterparts constitute only one agreement. In making proof of the agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

15. This Agreement may be changed only by a written agreement, signed by both parties.

16. This Agreement benefits the parties and their successors and permitted assigns only. It has no third party beneficiaries.

17. All obligations of the City of San Antonio under this instrument are funded subject to the discretion of City Council whether to appropriate funding for any given year of a term. If the City Council fails to appropriate money for this agreement in an annual City of San Antonio Budget, the City may terminate this agreement and have no further liability

18. Owner acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands.

City of San Antonio,
a Texas municipal corporation

By:_____

Printed Name: ~~**Majed A Al-Ghafry**~~ Anthony Chukwudolue

Title: Public Works Director

Date: July 16, 2013

PROPERTY OWNERS:

_____

Printed Name: **Don Otchere**

Date: July 16, 2013

Approved As To Form:
Michael D. Bernard
City Attorney

By:_____
Assistant City Attorney

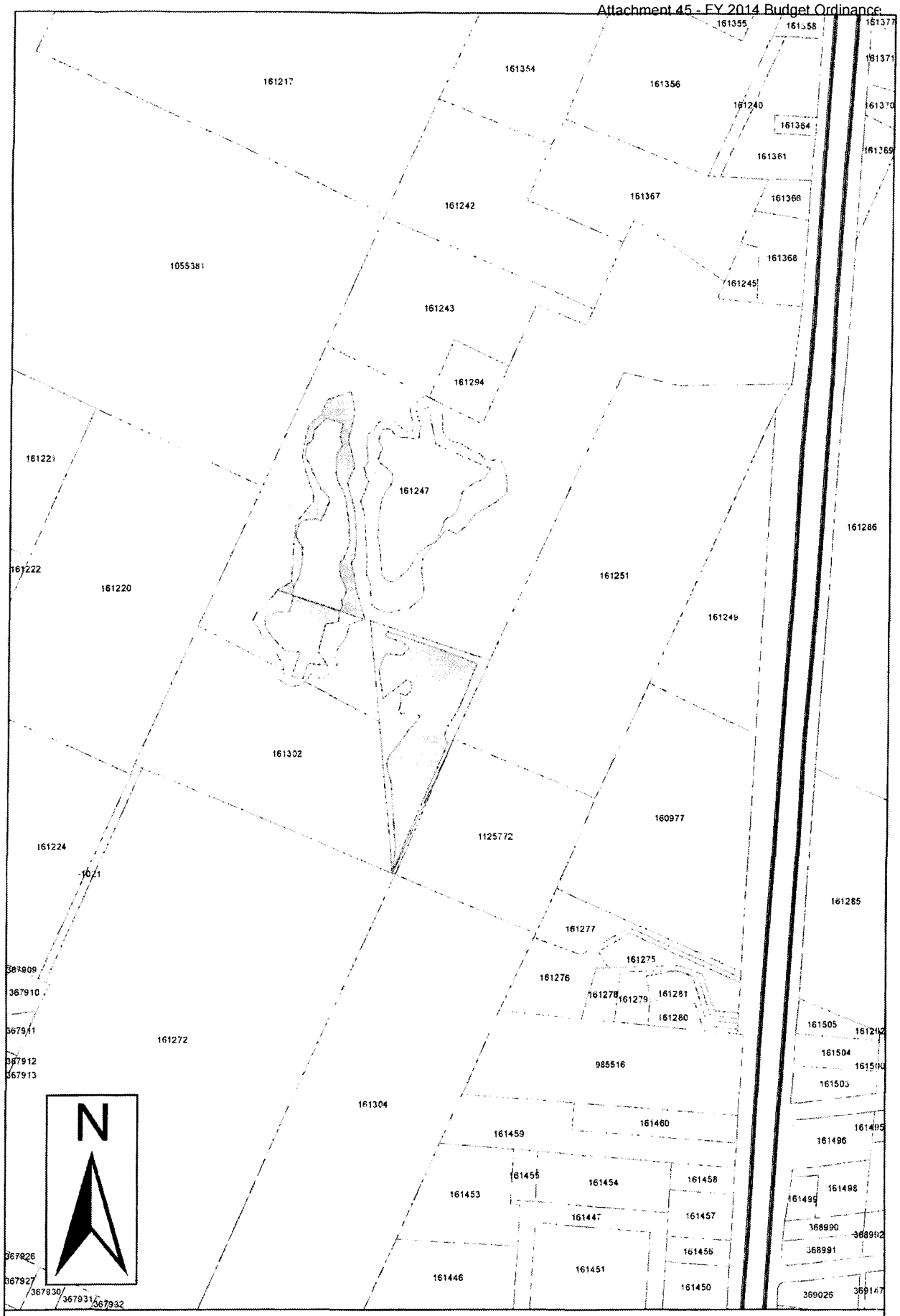


Exhibit A. Approximate Deposit Area

Exhibit B. Legal Description

Bexar CAD

Property Search Results > Property ID 161247 OTCHERE DON N for Year 2013

Property Details

Account

Property ID:	161247
Geo. ID:	04011-002-1123
Type:	Real
Legal Description:	CB 4011 P-112,P-244 & P-245A

Location

Address:	22125 S US HWY 281 TX
Neighborhood:	THELMA AREA (SO)
Mapsco:	750F7
Jurisdictions:	06, 08, 09, 10, 11, 59, 75, CAD

Owner

Name:	OTCHERE DON N
Address:	PO BOX 34922 SAN ANTONIO, TX 78265-4922

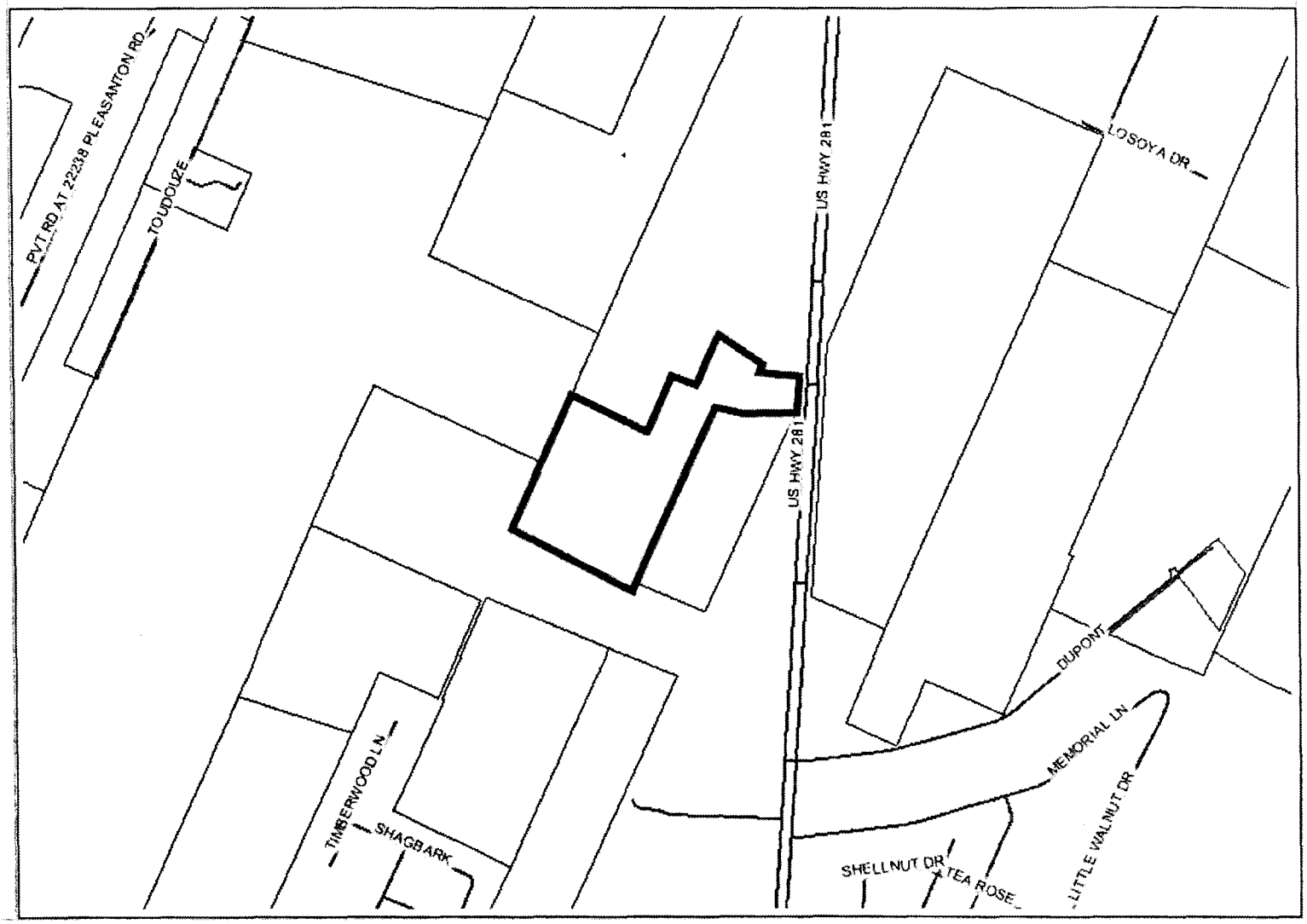
Property

Appraised Value: $104,090

Map Layers

Radius Search

1: Zoom



Website version: 1.2.2.0

Database last updated on: 7/15/2013 1:38 AM

© 2013 True Automation, Inc. All Rights Reserved. Privacy Notice

This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Bexar CAD

Property Search Results > Property ID 161302 OTCHERE DON for Year 2013

Property Details

Account

Property ID:	161302
Geo. ID:	04011-002-2452
Type:	Real
Legal Description:	CB 4011-2 P-245 (10.7196AC) ABS 7

Location

Address:	22125 S US HWY 281
Neighborhood:	THELMA AREA (SO)
Mapsco:	750F7
Jurisdictions:	06, 08, 09, 10, 11, 59, 75, CAD

Owner

Name:	OTCHERE DON
Address:	PO BOX 34922 SAN ANTONIO, TX 78265-4922

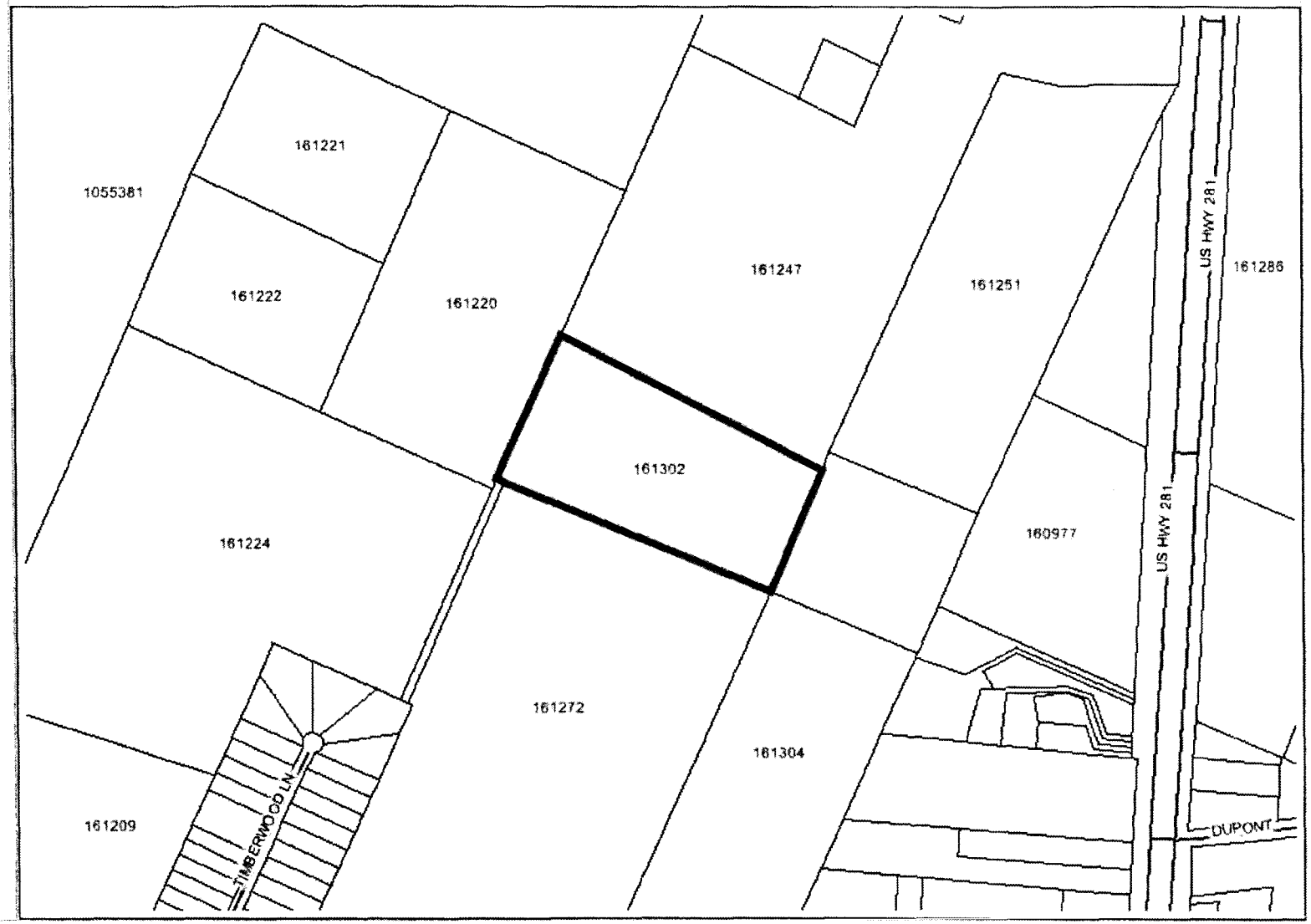
Property

Appraised Value: $710

Map Layers

Radius Search

1: Zoom



Website version: 1.2.2.0

Database last updated on: 7/15/2013 1:38 AM

© 2013 True Automation, Inc. All Rights Reserved. Privacy Notice

This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

"The Geographic Information System (GIS) data received from the City of San Antonio is provided "as is" without warranty of any kind, and the City of San Antonio expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The City of San Antonio does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the City of San Antonio in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the City of San Antonio is entirely assumed by the recipient."
"Please contact the responsible City of San Antonio Department for specific determinations."

Data Source: City of San Antonio Enterprise GIS, Bexar Metro 911, Bexar Appraisal District
Map Last Edited: Tuesday, July 16, 2013
Map Created by: be17774
PDF Filename: 13_Pbe17778_v1
T:\Environmental\2\839_Engineering\PDFs_JPEGs\Current\Exhibit\13-Pbe17778_ch.pdf
Path: S:\GIS\FEMA_Floodplain\MXDs\Exhibit C. Flood Plain Map.mxd

City of San Antonio
Exhibit C. Flood Plain Map

1:25,000
1 inch = 2,083 feet

N

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

Attachment 15 - FY 2014 Budget Ordinance

AMENDMENT THREE
TO CONTRACT BETWEEN THE CITY OF SAN ANTONIO
AND NEW EARTH, INC.
FOR ORGANIC COMPOSTING

The City of San Antonio, a Texas Municipal Corporation ("CITY") presently contracts with New Earth, Inc. ("New Earth"), for services provided under the "Contract for Organic Composting" ("CONTRACT"), as approved by City Council August 18, 2011, through Ordinance No. 2011-08-18-0688. The term of the CONTRACT was for one year, from the date of execution by CITY to October 9, 2012, and a contract value of not to exceed $195,000.00.

Amendment One, approved by Ordinance 2012-09-20-0754, extended the term of the Contract for an additional year, to September 30, 2013. Amendment Two, approved by Ordinance 2013-01-31-0078, extended the term of the CONTRACT through December 31, 2013, and increased the value of the contract by an additional $48,750.00, for a new contract value not to exceed $243,750.00, under the same terms and conditions.

Due to an increase in the volume of organic material processed, additional funding in the amount of $60,000.00 is required to continue services under the contract, resulting in a new contract value of $303,750.00, and the termination date of the contract is extended to February 28, 2014. This Amendment Three is entered into by and between CITY, acting by and through its designated representative, and New Earth. The undersigned hereby mutually agree to amend said contract as follows:

1. Page two, Article II. Term, as amended, is amended by deleting the ~~strikethrough~~ and adding the <u>underlined</u> language to the end of paragraph 2.1:

"The termination date of this CONTRACT is extended for a new termination date of ~~December 31, 2013,~~ <u>February 28, 2014</u> as authorized by the San Antonio City Council under Ordinance No. 2013-~~01-31-0078~~, <u>-09-12-_____</u>, passed and approved on ~~January 31~~, <u>September 12,</u> 2013.

2. Page six, Article IV. Compensation to Contractor, is amended by deleting the ~~strikethrough~~ and adding the <u>underlined</u> language to the end of paragraph 4.1:

"4.1 In consideration of Contractor's performance in a reasonably satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Contractor $19.50 per ton of received materials less any credits as provided in Section 3.7.1., provided that the total amount of compensation shall not exceed ~~$243,750.00~~. $<u>303,750.00.</u>

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

3. Except as provided otherwise herein, the CONTRACT shall remain unaffected, unchanged, and unimpaired by reason of the foregoing AMENDMENT THREE.

AMENDMENT THREE AGREED TO this _____ day of August, 2013.

CITY OF SAN ANTONIO, A TEXAS MUNICIPAL CORPORATION

By _____

_____
Title

NEW EARTH, INC.

By _____

President
Title

APPROVED AS TO FORM
Michael D. Bernard
City Attorney

_____
By: Assistant City Attorney

STATE OF TEXAS	§	**AGREEMENT TO USE**
	§	**FUNDS OF THE**
COUNTY OF BEXAR	§	**CITY OF SAN ANTONIO**

This Agreement to Use Funds of the City of San Antonio (the "Agreement") is entered into by and between the CITY OF SAN ANTONIO, a home-rule municipality, situated within Bexar County, Texas (hereinafter called "CITY"), acting by and through its City Manager or designee, pursuant to Ordinance No. 20133-09-_____ passed and approved on September ____, 2013 and the Hemisfair Park Area Redevelopment Corporation, (hereinafter referred to as "HPARC"), a Texas Local Government Corporation under as defined under Chapter 431 of Texas Transportation Code. The CITY and HPARC may separately be referred to herein as the "Party" and together, as the "Parties."

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions of a transfer of public money from CITY to HPARC to be used to lessen the burdens of the CITY by assuming in part the City's obligations or objectives that relate to the planning, development, operation and maintenance of publicly-owned property.

1.02 HPARC understands and agrees that this Agreement is subject to mutual termination in compliance with Article XIII of this Agreement. Either Party shall have the option of terminating this Agreement by giving the other Party no less than sixty (60) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of sixty (60) days following the day on which such notice is sent. If either Party exercises the option of terminating this Agreement, then upon termination any and all unused funds either allocated and in possession of HPARC or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to HPARC under the terms of this Agreement; or (2) retain any and all funds allocated but not distributed to HPARC.

1.03 HPARC understands and agrees that the goals and performance measures in this Agreement may be revised and updated by and at the discretion of the Director of the Center City Development Office of the City of San Antonio ("CCDO Director") to further the intent of this Agreement. Therefore, HPARC agrees that, at such time as any revisions are so made during the Term hereof, this Agreement will be amended to include such revisions. In the event HPARC does not agree to any changes, HPARC shall have the option of terminating this Agreement by giving sixty (60) days written notice to CITY in compliance with Article XVIII of this Agreement. HPARC shall have the right to exercise such option within sixty (60) days of receipt of notice of any such revisions.

1.04 HPARC understands and agrees that this Agreement is subject to a general reduction in funding by the City Council of CITY. Should CITY implement a reduction in General Fund expenditures, then agreements funded by CITY's General Fund, including this Agreement, may, at CITY's option, be reduced in a like manner. CITY will attempt to provide

HPARC with as much advance notice of a potential funding reduction as is possible to allow HPARC to make budget adjustments.

1.05 In no event shall CITY be liable for any expense of HPARC not eligible or allowable hereunder. "Eligible expenses" shall be those expenses directly related to HPARC personnel, fundraising efforts, Public-Private partnership initiatives, consultants and may include "Other expenses" that the City, in its sole discretion, determines are eligible expenditures under this Agreement. In order to determine if an expense is allowable as an "Other expense", HPARC shall seek CITY's written approval prior to the expenditure.

1.06 HPARC covenants and agrees that HPARC 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 respondeat superior shall not apply as between City and HPARC, 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 ventures between City and HPARC. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the HPARC under this Agreement and that the HPARC has no authority to bind the City.

ARTICLE II. TERM, AUTHORITY, LITIGATION AND ACCOUNT

2.01 The Term of this Agreement shall be for one year, performable upon execution of the Agreement, effective October 1, 2013 through September 30, 2014.

2.02 The City Manager designates the CCDO Director or her designee of CITY and as administrator of this Agreement. The City Manager may designate a new administrative entity by giving HPARC notice thereof, pursuant to Article XIX. With regards to this Agreement, HPARC shall report to the CCDO Director or her designee. CCDO Director shall modify the goals and performance measures of this Agreement as necessary to further the intent of the Agreement.

2.03 Pursuant to Ordinance No. 2013-09-_____, passed and approved on September ____, 2013, CITY agrees to transfer, in accordance with the terms and conditions of this Agreement, a cumulative total of ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($1,150,000.00) to HPARC throughout the Term of this Agreement. These funds shall be deposited in an account separate from all other HPARC funds and shall not be commingled with any other account of HPARC. Together with any and all interest earned subsequent to these deposits and/or investment income and/or any other source of revenue from these funds, the funds, for the purposes of this Agreement, shall be known as the "CITY FUNDS." The CITY FUNDS shall be used by HPARC only for the purpose of assisting in the development and redevelopment of Hemisfair and its surrounding area, including without limitation the planning of such development and redevelopment.

2.04 Under no circumstances will the CITY FUNDS received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding, including proceedings against the CITY. Furthermore, HPARC must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any adversarial proceeding against any other governmental entity or any other public entity.

2.05 During the Term of this AGREEMENT, if HPARC files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate. HPARC, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remain unresolved.

2.06 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the HPARC in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

ARTICLE III. CONSIDERATION AND SCOPE OF SERVICES

3.01 HPARC shall utilize up to ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($1,150,000.00) for the funding or partial funding of HPARC's operating expenses, including personnel, fundraising, public private partnership ("P3") initiatives and other expenses. These funds shall be advanced to HPARC in one cumulative amount distributed not later than one hundred twenty (120) days following the passage of an ordinance authorizing this Agreement and its execution, whichever is later. In consideration of funds received, HPARC will pursue the following objectives:

- Finalize and approve P3 Guidelines and strategies to make way for over $50 million of private investment and over $600 million over the next 6 years. All P3 projects will include the following activities: RFQ preparation, outreach to local and national developers, RFQ selection process, RFP issuance, RFP selection process, contract negotiations, design coordination, entitlements, owner's representation throughout construction and quality control. Proposed FY14 P3's include:
  1. Water Street Lofts – P3 project to build parking and residential units adjacent to the Play Escape
  2. Activation of Historic Homes – P3 project to attract private capital to reinvest in Historic Homes and activate the adjacent park through commercial uses (such as cafes, restaurants, local shops)
  3. 300 South Alamo – P3 mixed-use project adjacent to Magik Theater that will activate Goliad Street
  4. South Street projects – P3 mixed-use projects to enhance south interface of Convention Center with park, include public parking opportunity and residential units

- Assist City in completion of Land Bank, Deed Restrictions and Parkland dedication legal processes to ensure 18 acres of park space
- Continue to work with existing tenants on lease renewals and relocation opportunities if necessary
- Prepare schematics and visioning for additional properties and facilities including the proposed amphitheater
- Develop a fundraising strategy and hire development staff, create fundraising materials, establish and maintain donor database, initiate multi-million dollar capital campaign to fund Play Escape additional capital improvements, operations and endowment.
- Perform outreach activities to gain support of specific projects, including but not limited to special events and celebrations
- Perform site-wide studies to include a parking demand analysis and supply strategies, tree preservation plan, site surveys, signage and way finding, etc.
- Perform market studies, including residential, retail, office and parking

3.02 HPARC's effort and success, as determined solely by CITY's CDDO Director, in accomplishing the goals stated above may determine future funding commitments by CITY to HPARC.

ARTICLE IV. COMPLIANCE

4.01 CITY's CENTER CITY DEPARTMENT OFFICE is assigned monitoring responsibility for this Agreement.

A. HPARC shall provide CITY's staff, including internal auditors, EEO officers and other persons as designated by CITY, such as independent public accountants and representatives of the federal government, access during regular business hours, as deemed necessary by CITY for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of HPARC's books, records and files on the objectives covered by this Agreement.

B. An accounting system using generally-accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory. HPARC understands that CITY may require any and all books, records and files of HPARC necessary to ensure HPARC's compliance and use of generally-accepted governmental accounting principles.

C. All such records shall continue to be available for inspection and audit for a period of three (3) years after the termination date of this Agreement. However, if during the course of this three-year period, an audit or investigation of the HPARC begins, then HPARC is required to maintain said records until such time as the audit or investigation is completely finished, plus three (3) years thereafter.

D. HPARC agrees that during the Term of this Agreement, any duly-authorized representative of CITY's CENTER CITY DEVELOPMENT OFFICE shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this Agreement.

E. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, HPARC shall immediately refund such amount to CITY; provided, however, that such refund may be payable with CITY FUNDS. HPARC further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments. The CITY's CENTER CITY DEVELOPMENT OFFICE has the express authority to deduct such claims from subsequent reimbursements.

F. The submission of falsified information or the failure to timely submit all information by HPARC as requested by CITY is grounds for termination of this Agreement.

G. HPARC agrees to provide CITY with the names and license registration of any and all contracting agency employees regulated by State law whose activities contribute toward, coordinate with, or facilitate the performance of this Agreement.

H. HPARC shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent frauds and abuse of funds.

4.02. HPARC agrees to establish internal procedures that ensure employees funded or partially-funded by this Agreement have an established complaint and grievance policy.

4.03 HPARC agrees to comply with, and require compliance by any and all contractors and professional consultants performing work in connection with any procurement of product, infrastructure or service that will be paid for out of the CITY FUNDS, all applicable federal, state and local laws, rules and regulations including, but not limited to, the Fair Labor Standards Act, the Equal Pay Act and the Equal Employment Opportunity Act, all as amended and as applicable.

4.04 RESERVED.

4.05 As a condition of entering into this Agreement, HPARC represents and warrants that it has complied with, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of CITY's SBEDA Ordinance No. 2010-06-17-0531. As part of such compliance, HPARC shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection,

hiring or commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall HPARC retaliate against any person for reporting instances of such discrimination. HPARC shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. HPARC understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. HPARC shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to CITY contracts.

4.06 Insofar as practical, in carrying out the terms of this Agreement, HPARC shall use a good faith effort to use the employment and training programs of CITY.

4.07 HPARC will complete and submit CITY's Ethic's Disclosure Form prior to HPARC'S receipt of any CITY FUNDS.

4.08 HPARC agrees that CITY may carry out monitoring and evaluation of activities to ensure HPARC's compliance with this Agreement.

ARTICLE V. RECORDS, REPORTS AND AUDIT RIGHTS

5.01 HPARC shall maintain, in its San Antonio offices, all books and financial records in accordance with generally-accepted accounting principles for governmental entities and as may be reasonably prescribed by CITY's Chief Financial Officer, which reflect all expenditures made from the CITY FUNDS, including work by subcontractors. Such books and financial records, together with any other documentation necessary for verification of HPARC'S compliance with the terms of this Agreement, shall be made available to CITY on request through the EDD Director or the City Auditor or their representatives. CITY shall have the authority to audit, examine and make excerpts or transcripts from said books, records and documentation regarding all expenditures related to this Agreement. HPARC'S record system shall contain sufficient documentation to provide full support and justification for each expenditure made from CITY FUNDS. CITY's Auditor or his designee may review and approve HPARC'S system of internal accounting and administrative controls at any time during the term of this Agreement to assure compliance by HPARC.

5.02 HPARC shall submit to CITY's CCDO Director, on a **semi-annual** basis, the Consolidated Balance Sheet, Statement of Support and Revenue, Statement of Changes in Financial Position of the HPARC and a line item Summary of Expenditures paid from CITY FUNDS. These reports shall be prepared by the 30th of the month following the end of the reporting quarter. Additionally, HPARC agrees to allow CITY to review all books and financial reports of HPARC pertaining to the CITY FUNDS on an **annual** basis.

5.03 HPARC shall submit to CITY's CCDO Director and CITY Auditor, on an **annual** basis, a financial statement audited by an independent certified public accountant in accordance with generally accepted auditing standards for governmental entities within one hundred and twenty (120) days of HPARC'S fiscal year end. The audited financial statement shall include a detailed schedule of receipts and expenditures of CITY FUNDS by budgeted cost category. It is imperative any auditor performing an audit of HPARC read the entire Agreement, including all attachments, if any, between the CITY and HPARC, since the budget and financial compliance of the Agreement is only a portion of the total contractual obligation. HPARC shall submit the audited financial statements and any management letter prepared by the independent CPA to both the Center City Development Office, P.O. Box 839966, San Antonio, Texas 78238-3966, and to the Office of the City Auditor, 111 Soledad, Suite 600, San Antonio, Texas, 78205.

5.04 During the term of this Agreement, HPARC shall cause to be delivered to CITY's CCDO Director copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to CITY in a timely manner to give adequate notice, and shall include an agenda and a brief description of the matters to be discussed. HPARC understands and agrees that CITY shall have an ex officio representative on the Board of Directors and the Executive Committee, as outlined in its Articles of Incorporation and Bylaws.

ARTICLE VI. INSURANCE

6.01 HPARC agrees that upon entering a contract for infrastructure or capital improvement construction, if any, to be paid for out of the CITY FUNDS, HPARC, in accordance with this Agreement, shall cause its contractors or subcontractors to provide proof of insurance issued by a company admitted to do business in the State of Texas, and rated VII (A-) or better by A.M. Best Co., in the following types and amounts:

TYPE	AMOUNT
1. Commercial General Liability - to include coverage for the following where the general exposure exists (a) Premises/Operations (b) Independent Contractors (c) Products/Completed Operations (d) Broad Form Property Damage including Fire Legal Liability (e) Contractual Liability	Bodily Injury and Property Damage: $1,000,000, per occurrence; $2,000,000 aggregate or its equivalent in Umbrella or Excess Liability coverage
2. Business Automobile Liability Insurance - to include coverage for: (a) Owned/Leased Automobiles (b) Non-Owned Automobiles	Combined Single Limit for Bodily Injury and Property Damage: $1,000,000

(c) Hired Automobiles

3. Builders Risk* Amount of Contract

4. Commercial Crime Amount of Contract

*Where Applicable

6.02 HPARC agrees that contractor(s) shall not commence any work under its (their) contract(s) until all insurance certificates have been provided to and approved by CITY. Neither HPARC, the contractor nor any agent thereof, shall commence any work until all insurance required of the contractor(s) has been obtained, reviewed and approved by CITY. Approval by CITY shall not relieve or decrease the liability of the contractor(s).

6.03 Premiums chargeable for such insurance may come from CITY FUNDS, and the insurance shall remain in force during the term of the contract, or any extension thereof.

6.04 HPARC further agrees that with respect to the above-required insurance, CITY shall:

A. be provided with a Waiver of Subrogation, but only as it pertains to Workers' Compensation and Employer's Liability;

B. be provided with thirty (30) days advance notice in writing of non-renewal, cancellation or material change; and

C. be provided with a Certificate of Insurance(s), evidencing the above-required insurance, prior to the commencement of any work. Said Certificates of Insurance(s) and all notices required herein shall be provided to:

1) Director, Center City Development Office, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

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

Copies of insurance policies shall be kept in HPARC'S office and shall be made available for inspection by CITY.

ARTICLE VII. CONSTRUCTION PROVISIONS

It is not anticipated that construction or infrastructure activities will be undertaken using the CITY FUNDS provided under this Agreement. However, to the extent that they are, the following provisions shall apply:

7.01 If infrastructure changes or other construction is to be undertaken with CITY FUNDS, then HPARC, or its contractors and subcontractors shall provide payment, performance and subdivision bonds, or such other similar cash equivalent or letter of credit, provided same is

approved by the City Attorney and the Chief Financial Officer, that names CITY as Obligee and shall submit proof of same to CITY, before any CITY FUNDS-funded infrastructure work commences.

7.02 By subsequent written agreement, HPARC, by Board resolution, and CITY, after approval by the City's Director of Public Works and the City Attorney, may agree to hold one or more federally-insured certificates of deposit or U.S. Treasury securities to guarantee subdivision work. Without further approval or authorization of the City Council, the City Manager of CITY is hereby authorized to execute any such agreement, and CITY and the City Planning Commission may accept such agreement in lieu of the subdivision performance bond normally required. Provided, however, that any agreement reached pursuant to this section must be attached to this Agreement as a separate appendix, and shall be included as part of the official, public records of the City Clerk. Provided further, that any such agreement shall be valid only if CITY retains the securities set aside in lieu of the subdivision bond. In case of default by HPARC on subdivision work, it is also provided that first use of the set-aside funds and interest/investment earnings shall be for performance of the subdivision work by CITY in any legal manner as CITY may choose.

7.03 Compliance with the Davis-Bacon and the Copeland Anti-Kickback Acts shall be required, when and if CITY FUNDS are spent on infrastructure work, as if this infrastructure work were financed in whole or part by loans or grants from the United States.

7.04 HPARC shall promptly pay when due all taxes, license fees, permit fees, debts and obligations incurred by HPARC in connection with infrastructure activities or capital improvement activities, if any, to the extent that such taxes and fees are not waived by applicable governmental entities or agencies. HPARC shall be responsible for its contractors and subcontractors with regard to securing any fees and paying any taxes, debts or obligations incurred by said contractor or subcontractor.

7.05 If infrastructure projects are to be constructed, HPARC shall submit all designs including all drawings, plans, specifications and estimated costs for infrastructure development or capital improvements to be paid from CITY FUNDS before procuring construction of same. CITY'S approval may be withheld if the proposed infrastructure or capital improvement design and construction fail to comply with applicable codes, standards and specifications.

ARTICLE VIII. INDEMNIFICATION

8.01 HPARC and City acknowledge they are governmental units 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 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. Nothing in this Agreement waives any governmental immunity available to HPARC or City under the laws of the State of Texas.

8.02 HPARC 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 arising out of this Agreement, including any acts or omissions of HPARC, any agent, officer, director, representative, employee, consultant or subcontractor of HPARC, 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, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT HPARC AND 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 OR HPARC UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

8.03 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. HPARC shall advise the CITY in writing within 48 hours of any claim or demand against the CITY or HPARC known to HPARC arising out of HPARC's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at HPARC's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving HPARC of any of its obligations under this paragraph.

8.04 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by HPARC in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. HPARC 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 HPARC fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and HPARC 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.

8.05 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of HPARC, any subcontractor, anyone directly or indirectly employed by any of them or anyone 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 HPARC or any subcontractor under worker's compensation or other employee benefit acts.

ARTICLE IX. PUBLIC ACKNOWLEDGEMENT AND POLITICAL ACTIVITIES

9.01 Public acknowledgement of CITY's contribution must be made when funds of CITY are utilized and in all cases when HPARC chooses to acknowledge other entities for contributions. Such acknowledgement may include CITY's recognized seal or other appropriate language. No reference to any individual shall be used.

9.02 No funds provided from or through CITY shall be contributed to or used for, in whole or in part, the conduct of political activities or the benefit of any candidate for elective public office, partisan or non-partisan, nor shall the personnel involved in the administration of any CITY-funded grant or activity be assigned to work for or on behalf of any partisan or non-partisan political activity or candidate. This Section 9.02, including (A)(1 through 4) and (B)(1 through 3), shall be included in any contract or subcontract of HPARC:

A. The following is prohibited:

1) Working, or directing other staff to work, on any political activities on paid time.

2) The use of facilities or equipment, paid for in whole or in part with CITY funds, for political purposes. This includes space, office equipment and supplies, and telephones during agency time as well as after regular-duty hours.

3) The implicit or explicit coercion of staff to work on political activities on their own time.

4) The above statements shall not be construed to prohibit any person from exercising his rights as a citizen to express his opinion and to cast his vote.

B. In order to ensure the above, HPARC shall:

1) Provide every staff person with a statement of the above prohibition.

2) Include on that statement 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 policy, to write or call and report the same to the Director of the Center City Development Office, City of San Antonio, P.O. Box 839966, San Antonio, Texas, 78283; 210-207-8080.

3) Have each employee sign the statement and include the same in HPARC's personnel files, as appropriate, with copies to CITY.

ARTICLE X. CONFLICT OF INTEREST

10.01 HPARC 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 CITY or any CITY agency such as CITY-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to 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.

10.02 Pursuant to Section 10.01 above, HPARC 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. HPARC further warrants and certifies that is has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

ARTICLE XI. NEPOTISM

11.01 HPARC agrees that it shall not award a contract of any nature, which is to be paid for from this CITY FUNDS, to any person who is related to a member of HPARC'S Board of Directors or staff.

ARTICLE XII. DEFAULT

12.01 If HPARC fails or refuses to comply, or fails or refuses to require contractor or subcontractor compliance with the material provisions of this Agreement and/or if at any time CITY learns that a contractor or subcontractor is willfully violating or refusing to observe the material conditions, provisions or stipulations of this Agreement, CITY through its City Manager or her designee may, if such noncompliance continues for thirty (30) days after receipt of written notice, terminate this Agreement and require reimbursement of all then-unexpended CITY FUNDS. All costs and expenses of finishing applicable projects shall then be the sole responsibility of HPARC.

12.02 If HPARC fails to comply with the material terms of any other contract or agreement to which CITY and HPARC are parties, although unrelated to this Agreement, CITY through its City Manager or her designee may, by written notice, direct HPARC to comply with the terms of said Agreement. If noncompliance continues beyond thirty (30) days from such notice, the City Manager or designee may, in addition to seeking remedies at law and in equity, require reimbursement of all then-unexpended CITY FUNDS.

12.03 In the event of termination due to material default by HPARC, HPARC shall return to CITY, within sixty (60) calendar days of receiving CITY'S written notice of termination, all then-unexpended funds received from CITY under this Agreement.

ARTICLE XIII. ASSIGNMENT

THIS AGREEMENT IS PERSONAL TO HPARC AND FUNDS RECEIVED AS A RESULT HEREOF SHALL ONLY BE USED BY HPARC FOR THE PURPOSES STATED HEREIN. HPARC SHALL NOT ASSIGN THIS AGREEMENT NOR ANY OR ALL OF THE RIGHTS AND DUTIES HEREUNDER.

ARTICLE XIV. GOVERNING LAW AND VENUE

14.01 This Agreement shall be performable in Bexar County, Texas and is governed by the laws of the State of Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

ARTICLE XV. LEGAL CONSTRUCTION

15.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XVI. WAIVER

16.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall 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.

16.02 Notwithstanding the above, HPARC shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

16.03 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

ARTICLE XVII. RELATIONSHIP OF PARTIES

17.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties hereto.

ARTICLE XVIII. TERMINATION

18.01 The obligations of HPARC hereunder shall cease and terminate after audited financial reports document the expenditure of all CITY FUNDS, except that the obligations of HPARC under Article V hereof shall cease and terminate one (1) year after the disbursement of all CITY FUNDS.

ARTICLE XIX. NOTICES

19.01 Any notice or other communications to be given in connection with this Agreement must be in writing, and may be given by: (a) actual delivery; or (b) certified or registered mail and shall be deemed to have been given and received either: (i) upon actual delivery [if delivered pursuant to subsection (a) above]; or (ii) forty-eight (48) hours after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, addressed as follows:

If to the HPARC:

Andres Andujar
Chief Executive Officer
Hemisfair Park Area Redevelopment Corporation
434 South Alamo Street
San Antonio, Texas 78205

If to CITY:

Director
Center City Development Office
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Provided, however, that either Party may at any time change the place of receiving notice following ten (10) days written notice of such change of address to the other Party in accordance with the manner of giving notice described above.

ARTICLE XX. ENTIRE AGREEMENT

20.01 This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

ARTICLE XXI. AMENDMENTS

21.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

ARTICLE XXII. EXECUTION AUTHORITY

22.01 The Parties hereto represent and assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required. The signers of this Agreement represent and assure that they have full legal authority to execute this Agreement and to bind the Party for whom they are signing to all terms, performances and provisions herein contained.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, THIS THE _____ DAY OF _____, 2013.

CITY OF SAN ANTONIO

_____
Carlos J. Contreras, III
Assistant City Manager

HPARC

_____
Andres Andujar
Chief Executive Officer

ATTEST:

_____
Leticia Vacek
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SAN ANTONIO

FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR OFFER ("RFO") NO.: 6100003360

PLAZA DE ARMAS COMMUNITY STUDIO FACILITY

Date Issued: SEPTEMBER 04, 2013

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM SEPTEMBER 09, 2013

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Finance Department, Purchasing Division
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:
Finance Department, Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"PLAZA DE ARMAS COMMUNITY STUDIO FACILITY"

Offer Due Date: 10:00 A.M., SEPTEMBER 09, 2013

RFO No.: 6100003360

Offeror's Name and Address

Bid Bond: YES Performance Bond: YES Payment Bond: YES Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on **N/A** at N/A at N/A.

Staff Contact Person: JORGE GARCIA, PROCUREMENT MANAGER, P.O. Box 839966, San Antonio, TX 78283-3966
Email: JORGE.GARCIA@SANANTONIO.GOV

SBEDA Contact Information: SHUCHI NAGPAL, 210-207-3900, SHUCHI.NAGPAL@SANANTONIO.GOV

002 - TABLE OF CONTENTS

No table of contents entries found.

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Finance Department, Purchasing Division, at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at http://www.sanantonio.gov/purchasing/. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Finance Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 1 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only. However, City reserves the right to delete line items prior to award.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he 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; or 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.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 DESCRIPTION OF WORK

4.1 Understanding of Requirements

The City of San Antonio is building a Public, Education, Government Access (PEG) Television Production Facility in the remodeled Plaza de Armas building. The new facility will include two large television studios, two production control rooms with associated audio, a kitchen/studio, six post production suites, graphics functionality in several locations, a central equipment room, a master control and a voice over booth. Contractor shall provide equipment and system integration services for the design, documentation, installation and testing of the broadcast systems involved.

4.2 Contractor's Team.

UNICOM® Government, Inc., a division of UNICOM Global, ("Contractor") shall subcontract with Beck Associates to provide subject matter expertise and other related services. Additional subcontractors and/or suppliers shall be identified on Contractor's SBEDA Utilization Plan, attached hereto as Attachment D.

4.3 Tasks

Contractor shall perform the following system integration functions:

4.3.1 Provide engineering and technical labor to complete system design, documentation, installation, testing, launch and warranty. System signal flow documents will be completed using the conceptual signal flows provided during the initial design phase. The conceptual designs provided included a high level system overview document indicating the relationships between individual systems and the main facility routing switcher, a conceptual workflow for the 4k video projectors, conceptual design of router inputs and outputs, a conceptual design of the system reference requirements, a conceptual design of system time code requirements and a conceptual design of the editing system SAN requirements.

4.3.2 Purchase and inventory all project equipment, including hardware and software. All project equipment included in the project equipment specification shown on Attachment A1, other than that designated as Customer Furnished Equipment or CFE, (which parties agree does not contain trade secrets or confidential commercial and financial information, and may be released pursuant to the Texas Public Information Act), or otherwise necessary to the completion of the project, shall be purchased by Contractor, inventoried and stored in the Beck Associates warehouse.

4.3.3 Delivery of all project equipment to the job site.

4.3.4 Installation of project racks and consoles and mounting of all equipment according to approved system console and rack elevations.

4.3.5 Wiring of all project equipment per approved system documentation.

4.3.6 Scheduling of all manufacturer provided equipment commissioning.

4.3.7 Testing of all installed systems and correction of any installation mistakes or errors.

4.3.8 Providing for overall system orientation to City. This orientation is intended to familiarize the end user's technical personnel with a working knowledge of the overall system flow, control systems and test equipment.

4.3.9 Providing technical support during system launch. Contractor's project engineer shall be present at all system launches to assist the end user's staff with any technical issues related to system operation.

4.3.10 Provide contract warranty support as described in section 4.4 of this contract.

4.3.11 Contractor shall provide services for the following additional spaces as follows:

- Room 255 AV Supervisor – Add connectivity to intercom, the SAN system and the facility router;

- Room 256 PEG Manager – Provide the same connectivity as Room 255;
- Room 262 Television Directors - Provide Ingest capabilities for the Red camera;
- Room 125 PA Coordinator – Provide the same connectivity as Room 255;
- Room 126 Edit - Provide Ingest capabilities for the Red camera; and
- Studios – Modify curtain package to eliminate two curtains per studio.

4.3.12 Contractor shall provide program management services to help coordinate and streamline the support relationship between Contractor's team and City. Contractor's project manager will be the advocate within Contractor's project team on the project, serving as the point of information delivery and feedback. Additionally, Contractor's team shall provide project oversight by managing the project to the schedule, reviewing agreed upon deliverables, and mitigating risk whenever possible such that the project is delivered within time and scope. Tasks may include, but are not limited to the following:

- Contractor shall provide all management and oversight on the project, as it relates to communications with City, and completion of the scope of services.
- Contractor's project manager shall be responsible for reviewing, providing comments and approving all deliverables in a timely fashion.

4.4 Maintenance and Warranty

For a period of 36 months following final acceptance of the system installation, should any system malfunctions arise as a result of improperly wired equipment, poor connections, incorrect system timing, wiring omissions, or for any other reason related to faulty installation, Contractor shall provide labor and material to correct such problems. This warranty is limited to work as originally completed by Contractor and shall not apply to any system changes made by other personnel. All original work shall be completed per plans and specifications as approved prior to system installation. Equipment provided by Contractor shall carry the standard manufacturer's warranty, unless otherwise stated.

Additionally for the same thirty-six month period Contractor shall provide phone support, remote VPN support as appropriate and support via web conference. Should on-site assistance be required, Contractor shall be on site within 48 hours of the request. This Tier One Service Level Agreement provides coverage 24 hours a day, 365 days a year.

4.5 Deliverables

Written project deliverables include:

4.5.1 complete as-built documentation to include signal flow drawings, console and rack elevations, wire lists and patch panel labels;

4.5.2 testing documents for each major sub-system where appropriate;

4.53 a project equipment inventory to include serial numbers (the application and recording of asset tags are not included); and

4.5.4 all project equipment manuals as provided by the manufacturers and all hardware and software warranty documents.

4.6 Acceptance Criteria

4.6.1 Acceptance of Equipment.

As equipment is received at the Beck warehouse and invoiced to City, title will pass to City. Contractor shall assume the risk of loss for the equipment until it is delivered to City's site, inside delivery. Contractor shall insure the equipment until delivered to City's project site. Once the equipment has been delivered to City's project site, inside delivery, risk of loss shall pass to City. After inside delivery to City's site, City shall be responsible for the cost of replacing and reinstalling any equipment that may become damaged, vandalized or stolen, unless same is caused by Contractor, its subcontractors or suppliers, or while under the care, custody or control of Contractor. Final acceptance of any item of equipment shall occur upon acceptance of the Broadcast System as indicated below.

4.6.2 Acceptance of Broadcast System.

Acceptance of the Broadcast System shall be considered to have been achieved following signature by City's Director of Communications & Public Affairs on testing documents for the major systems and sub-systems. Testing by system shall be defined by the following categories:

- Central Equipment Room – Routing and Distribution
- Access ACR, PCR, Studio
- Government ACR, PCR, Studio
- First Floor, Second Floor, Conference Room Systems
- Remote Systems

Contractor's team shall develop testing documents for each category and submit them for approval by City. The approved testing documents shall then be used in the testing and acceptance process. Contractor's Project Manager shall supply a form upon completion for the signed acceptance of this project. The form must be approved by the City Attorney or his designee. Final acceptance shall be in writing, dated, and signed by City's Director Communications and Public Affairs.

4.7 City Responsibilities and Prerequisites

City is responsible for the following:

4.7.1 Provide a dedicated project manager to act as the primary project interface. City's project manager shall be City's Director Communications and Public Affairs.

4.7.2 Deliver a complete and clean facility per the project schedule and per the technical information provided during the initial project design phase. City is not responsible for daily clean up after Contractor begins work.

4.7.3 Provide answers to project questions and direction as needed in a timely manner so as not to delay project progress.

4.7.4 Provide Contractor with adequate security access to perform the project, including facility access, network access and device access.

4.7.5 Provide Contractor with adequate documentation to perform the project, including facility diagrams, network diagrams and configurations and device diagrams and configurations, as necessary and as requested.

4.7.6 Provide adequate HVAC to support standard working conditions and the operation of the installed Hardware/Software.

4.8 Technical Project Assumptions

4.8.1 Equipment delivery and specification will be coordinated by City and Contractor so as to minimize downtime due to equipment delivery schedules.

4.8.2 Integration pricing assumes that the scope of the project and the equipment list contained in this contract substantially define the project. Major changes in system scope or equipment could affect project pricing. Minor changes shall not impact the services portions of the pricing. All changes shall be reflected by change order.

4.8.3 The following shall define distinctions between work performed by Contractor and that performed by others:

- All RF / MATV systems shall be the responsibility of others.
- Contractor shall not be responsible for any wiring external to the building.
- Contractor shall not be responsible for any computer or LAN systems not specified as a part of the broadcast installation.
- Contractor's wiring shall stop at the output of all receivers and the input of all modulators.
- Contractor's wiring shall stop at the copper side of all fiber decoders and encoders.
- Contractor shall not be responsible for the functionality of third party manufacturer hardware or software not furnished by Contractor. Additionally, regarding third party software included in the equipment specification and provided by Contractor, City, Contractor and the appropriate manufacturer shall mutually agree on software functionality. Where necessary a scope of work document detailing operational expectations and fail over requirements shall be generated and agreed to by all three parties. Such document shall become an attachment to this contract and be incorporated herein for all purposes. Contractor shall act on City's behalf to monitor software compliance and notify City of any unresolved

issues. Contractor shall be responsible for the functionality of third party manufacturer software furnished by Contractor. All costs associated with this third party software, including work required by the software manufacturer or others, related to functionality, are included within the price of this contract stated on the Price Schedule.

- All electrical wiring to be completed by Contractor shall be completed by a licensed electrician and carried out following all applicable codes and regulations of any and all agencies having jurisdiction. Additionally, any work requiring licensing or approvals by any agency having jurisdiction will be provided by an entity holding the required license(s).

4.8.4 Prior to Contractor beginning on site system installation, building construction in the technical areas must be at a specific stage of completion. Contractor represents that minor delays in access to some rooms within the tech core can be worked around. However, major delays will affect the project schedule. Prior to the beginning of the on-site installation phase, the technical areas of the facility must have reached substantial completion. The following items shall define substantial completion.

- The room(s) shall be protected from and free of all dust producing construction activity.
- The rooms will be in a state of "substantial completion" with flooring, wall finishes, electrical trim and ceiling finishes in place.
- The HVAC system will be operational.
- Electrical and lighting systems will be installed and operational, with the exception of electrical work being performed by Contractor.
- The slab beneath the computer flooring will be clean and free from all construction debris.

4.8.5 Equipment will be installed, tested and commissioned in a single continuous on-site installation period.

4.8.6 City will provide a dedicated, lockable, secure and well-lit area for the staging of all system equipment on site. The space dedicated to equipment staging shall remain the same throughout the project.

4.8.7 Contractor shall furnish and pay for all means of removing all trash and debris generated by the work. The service area shall be kept clean and maintained daily. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work each day, the serviced area shall be left clean and free of any and all trash, scraps, cartons, etc. incidental to performance of contracted services.

4.8.8 Contractor shall not be responsible for repairing any City furnished equipment that is not functioning to manufacturer's specifications. Contractor shall assist City in trouble shooting equipment to the board stage. Contractor shall also advise City as to the compatibility of any City-supplied equipment proposed for the project with equipment proposed by Contractor.

4.8.9 Integration pricing does not anticipate the use on any plenum rated cable. Should this be required, pricing may need to be adjusted through change order.

4.8.10 During the initial facility and system design phase, Contractor provided several documents to City's architectural/engineering team in charge of renovations for Plaza de Armas for incorporation into the facility construction documents. These included space plans for the first and second floor technical areas, power and heat load requirements for these technical areas, a studio floor levelness specification, structural, power and heat load requirements for the 4k projectors to be located in the studios and requirements from Contractor's subcontractor, Barbizon Lighting, for the lighting grid and it's power distribution. Additionally, Contractor responded to a number of facility questions. It is assumed that all of the information provided has been incorporated into the facility design and will be present as specified at the time that on-site system installation begins. These documents are attached hereto and incorporated herein for all purposes as Attachment C - System Assessment and Design Documentation.

4.8.11 Contractor has provided requirements for technical power only. Contractor is not responsible for utility power design.

4.8.12 Specifically regarding the lighting grid and its associated electrical and control cabling, City's general contractor will be responsible for installing the lighting grid, installing and wiring all 120v cabling, and installing the lighting system control cabling. Contractor, using its subcontractor Barbizon Lighting, will terminate the control cabling.

4.8.13 Contractor is responsible for obtaining all required permits.

4.9 Project Management Plan

Contractor shall monitor all aspects of the contract, from initiation of a task to final solution delivery, while maintaining open communication channels between City staff, management, and project personnel. Contractor's Project Manager shall ensure that the project is completed on-time with appropriate personnel.

4.10 Performance of Work

4.10.1 Estimated Period of Performance.

4.10.1.1 Contractor shall perform all tasks and functions that need to be completed prior to the start of on-site installation. These generally include completion of the system design, completion of documentation required to begin cable fabrication, off-site cable fabrication and the ordering and inventory of project equipment. Contractor shall complete phase one within 4 months of receipt of City's Purchase Order.

4.10.1.2 Contractor shall begin installation upon receipt of City's Notice to Proceed. Contractor is responsible for the on-site system installation, testing, commissioning, training and system operation. On-site installation will begin at the time that the facility has reached a point of substantial completion relative to all construction trades, which is currently estimated to occur in April of 2014. Once on the job site, Contractor shall complete system installation in approximately 10 weeks. Following installation, Contractor shall complete testing and commissioning in 2 weeks. At this point, training can begin. A majority of the training will be conducted by the equipment manufacturers. Contractor shall arrange for and schedule this training, which is included in the contract price, over a 3 week period. Contractor shall work with City to establish a specific training schedule as the project progresses. Commissioning and training conducted by a manufacturer are included in the contract price stated on the Price Schedule. All work described in this section shall be completed within 17 weeks of the City's Notice to Proceed.

4.10.1.3 Contractor shall build a rehearsal period with the new systems into the schedule before going live. The rehearsal period shall proceed immediately following the conclusion of the work described in section 4.10.1.2 above. Contractor shall alot from five to ten days as may be required by City. Once rehearsal is complete, the system will be ready for launch. Since this system contains master control, production and post-production components, it may be that individual launch times are established for each system. A detailed schedule for system launch will be proposed by Contractor and formalized upon agreement with City as project planning progresses.

4.10.1.4 Contractor shall provide as-built documentation to include signal flow drawings, wire lists, rack and console elevations and patch bay labels no later than four weeks following launch and system acceptance.

4.10.1.5 Contractor's Project Manager and the designated City point of contact shall develop a mutually agreeable project start date post award no later than 45 days from award date. Post award, Contractor's Project Manager will work directly with the City's point of contact to establish delivery dates for the services outlined within this contract. The schedule established shall become an attachment to this contract, and fully incorporated herein for all purposes by reference.

4.11 Hours of Work

Contractor shall perform work at the City's site from 8:00 A.M. to 5:00 P.M, Monday through Friday, excluding all observed City holidays. Contractor must receive written permission to work at the site after hours, on weekends, or on City observed holidays.

4.12 General Assumptions

4.12.1 Contractor shall submit reports and/or written deliverables (except as otherwise noted herein) in electronic format. Formal, bound reports are not required. All electronic deliverables shall be provided in a format compatible with City's current technology, and shall not require any conversion in order to access or view.

4.12.2 City shall review written deliverables within 15 business days of receipt, unless otherwise agreed by the parties

4.12.3 All meetings between City and Contractor shall be conducted at mutually agreed upon times and locations without unreasonable delay. Both Parties will make available appropriate personnel to provide maximum value to the meeting.

4.12.4 Any modifications proposed to the scope within this proposal must be negotiated and approved by both parties in writing prior to commencement.

4.12.5 All support and deliverables will be provided in United States English.

4.12.6 Any enhancements to, or modifications of, any software or hardware utilized in the support of the System not covered in this proposal will be negotiated as a separate price. Contractor represents that at the time of entering into this contract, all such costs are presently included in the contract price in order to complete the Broadcast System as specified, including, but not limited to, modifications of functionality described in 4.8.3.

4.12.7 Contractor's Contract Manager has the authority to negotiate changes to price, performance, deliverables, schedules, specifications, or terms outlined in this proposal. Contractor's Contract Manager will finalize all change orders for signature by Contractor's Director of Contracts.

4.13 Invoicing Schedule

4.13.1 Invoicing for Purchase and Installation.

Contractor may invoice hardware and software on a monthly basis as it is received in the Beck warehouse. Contractor will invoice City for shipping and the professional services outlined within this contract based on the following milestones:

CITY may withhold up to 5% of the amount due from each invoice, whether for equipment, software or services, as retainage until completion of the contract. Retainage withheld shall be paid with the final payment due Contractor.

Milestone	Payment
Delivery of Equipment to City Site with Inventory	$125,348.97
Completion of 50% of On Site Installation	$233,352.77
Completion of Installation	$233,352.77
Completion of Testing and Commissioning	$311,137.02
System Launch and Acceptance	$466,705.54
Delivery of As-Built Documentation	$155,568.51
Completion of Training	$155,568.51
Total for Professional Services	$1,555,685.12

4.13.2 Invoicing for Maintenance.

Contractor shall invoice City monthly, in arrears, during the 36 month maintenance period. The annual maintenance fee is $132,090.49; therefore, monthly invoices shall be in the amount of $11,007.54, with one invoice of $11,007.55 per year.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed $50,000, and terminate on completion of all services, including maintenance provided under the 36 month maintenance period.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 4400001197 through US COMMUNITIES.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR

ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

All Or None Bid.

City of San Antonio will make award to one vendor only.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.
If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "Plaza De Armas Community Studio Facility" 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. 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 City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department, Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor'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	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

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide 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.

As they apply to the limits required by City, 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). Vendor 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. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department, Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

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

Name 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 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 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 City; and

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.

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

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

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

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

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 City shall be limited to insurance coverage provided.

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

Bid Bond.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $5,000.00. The Bid Bond shall be valid for 120 days following the deadline for submission of offers. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Offeror is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any offers received without a Bid Bond will be disqualified.

For hard copy offers, the bid bond must accompany the offer. For electronic submissions, Offeror must provide the original bid bond to City's Finance Department, Purchasing Division prior to bid opening in accordance with the instructions for hard copy submissions.

Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price, excluding the maintenance fee. During the maintenance period, the bond shall be in the amount of the maintenance fee for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas

Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price, excluding the maintenance fee. During the maintenance period, the bond shall be in the amount of the maintenance fee for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule
Attachment A1 - Detailed product pricing
Attachment B - Prevailing Wage Rates
Attachment C - System Assessment and Design Documentation
Attachment D – SBEDA Utilization Plan (To Follow via Addendum)

Prevailing Wage Rate.

Contractor shall comply with the Wage and Labor Standard Provisions stated below and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment No. B.

After award of contract, Contractor shall contact City's Labor Compliance office in order to obtain instructions for electronic submission of certified payrolls. This information may be provided at a pre-construction meeting, if one is arranged. Otherwise, it shall be Contractor's responsibility to obtain the necessary information.

City of San Antonio
Capital Improvements Management Services Department
Labor Compliance Office
114 W. Commerce, 9th Floor
San Antonio, Texas 78205
Phone: (210) 207-2146
laborcomplianceoffice-lco@sanantonio.gov

Wage and Labor Standard Provisions - City of San Antonio Funded Construction.

General Statement.

For all City of San Antonio funded public works construction contracts, the City of San Antonio, in accordance with Texas Government Code Section 2258, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to contractor and subcontractor employees. These wage rates are derived from the most current applicable federal prevailing wage rates as published by the United States Department of Labor, Dallas, Texas and authority of Ordinance Nos. 60110 and 71312 as amended and passed by the City Council of the City of San Antonio.

Any deviation from Wage and Labor Standard Pro visions compliance shall be cause for City's withholding either periodic interim or final payment to the contractor until such deviations are properly corrected.

Labor Compliance Office Responsibilities.

The Labor Compliance Office, Capital Improvements Management Services Department, City of San Antonio, is primarily responsible for all Wage and Labor Standard Provisions investigation and enforcement and will monitor contractor/subcontractor practices to assure the Director of Capital Improvements Management Services Department that:

Appropriate weekly compliance statements and payroll records are submitted to the City by the contractor/subcontractors and that such are reviewed for compliance with the Wage and Labor Standard Provisions.

Apprentices/trainees working on the project are properly identified by the contractor/subcontractor on payroll records and documented as being included in programs currently sanctioned by appropriate federal or state regulatory agencies.

Applicable Wage Determination Decisions, including any applicable modifications and related statements must be posted at the work-site by the contractor and that proper job classification and commensurate minimum hourly base and fringe w age rates are paid.

Employees are periodically interviewed (at random) to assurance of proper work classification and wage rates.

The Labor Compliance Office will investigate all allegations that no person employed by contractor/subcontractor is induced against his will, by any means, to give up any part of the compensation to which he is otherwise entitled.

That any and all periodic administrative directives to the Labor Compliance Office from the Director of Capital Improvements are being implemented. For purpose of these Wage and Labor Standard Provisions, the Director of Capital Improvements Management Services (CIMS) means the Director of CIMS, his successor, or his designee.

Claims & Disputes Pertaining To Wage Rates.

Claims and disputes not promptly and routinely settled by the contractor/subcontractor and employee pertaining to wage rates, or to job classifications of labor employed regarding the work covered by this contract, shall be reported by the employee in writing, within sixty (60) calendar days of employee's receipt of any allegedly incorrect classification, wage or benefit report, to the Labor Compliance Office, City of San Antonio for further investigation. Claims and disputes not reported by the employee to the City's Wage & Hour Office in writing within the sixty (60) calendar day period shall be deemed waived by the employee for the purposes of the City administering and enforcing the City's contract rights against the contractor on behalf of the employee. Waiver by the employee of this City intervention shall not constitute waiver by the City to independently pursue contractual rights it has against the contractor/subcontractor for breach of contract and other sanctions available to enforce the Wage and Labor Standard Provisions.

Breach Of Wage And Labor Standard Provisions.

The City of San Antonio reserves the right to terminate its contract for cause if the contractor/subcontractors shall for cause if the contractor/subcontractors shall knowingly and continuously breach, without timely restitution or cure, any of these governing Wage and Labor Standard Provisions. A knowing and unremedied proven violation of these Wage and Labor Standard Provisions may also be grounds for debarment of the contractor/subcontractor from future City of San Antonio contracts for lack of responsibility, as determined by the City of San Antonio. Recurrent violations, whether remedied or not, will be considered by the Director of Capital Improvements Management Services Department when assessing the responsibility history of a potential contractor/subcontractor prior to competitive award of future Project Management Office projects. The general remedies stated in this paragraph 4. above, are not exhaustive and not cumulative for the City reserves legal and contractual rights to other specific remedies outlined herein below and in other parts of this contract and as are allowed by applicable City of San Antonio ordinances, state and federal statutes.

Employment Of Laborers/Mechanics Not Listed In Wage Determination Decision.

In the event that a contractor/subcontractor discovers that construction of a particular work element requires a certain employee classification and skill that is not listed in the wage determinations decision the original contract documents, contractor/subcontractors will make prompt inquiry (before bidding, if possible) to the Labor Compliance Office identifying that class of laborer/mechanics not listed in the wage determination decision who are intended to be employed, or who are being employed, under the contract. Using his best judgment and information resources available to him at the time, and any similar prior decisions, the Director of Capital Improvements Management Services Department, City of San Antonio shall classify said laborers/mechanics by issuing a special local wage determination decision to the contractor/subcontractor, which shall be enforced by the Labor Compliance Office.

Minimum Wage.

All laborers/mechanics employed to construct the work governed by this contract shall be paid not less than weekly the full amount of wages due (minimum hourly base pay and minimum hourly fringe benefit contribution for all hours worked, including overtime) for the immediately preceding pay period computed at wage and fringe rates not less than those contained in the wage determination decision included in this contract. Only payroll deductions as are mandated by state or federal law and those legal deductions previously approved in writing by the employee, or as are otherwise permitted by state or federal law, may be withheld by the contractor/subcontractor.

Should the contractor/ subcontractor subscribe to fringe benefit programs for employees, such programs shall be fully approved by the City in adopting a previous U.S. Department of Labor (DOL) decision on such fringe benefit programs or by applying DOL criteria in rendering a local decision on the adequacy of the fringe benefit programs. The approved programs shall be in place at the time of City contract execution and provisions thereof disclosed to the Labor Compliance Office, City of San Antonio, for legal review prior to project commencement.

Regular contractor/subcontractor contributions made to, or costs incurred for, approved fringe benefit plans, funds or other benefit programs that cover periods of time greater than the one week payroll periods of time period (e.g. monthly or quarterly, etc.) shall be prorated by the contractor/subcontractor on weekly payroll records to reflect the equivalent value of the hourly and weekly summary of fringe benefits per employee.

Overtime Compensation Non-Federally Funded Projects.

No contractor/subcontractor contracting for any part of the City of San Antonio funded contract work (except for worksite related security guard services) which may require or involve the employment of laborers/ mechanics shall require or permit any laborer/mechanic in any seven (7) calendar day work period in which he or she is employed on such work to work in excess of 40 hours in such work period unless said laborer/ mechanic receives compensation at a rate not less than one and one-half times the basic hourly rate of pay for all hours worked in excess of 40 hours in a seven (7) calendar day work period. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.

Payment of Cash Equivalent Fringe Benefits.

The contractor/subcontractor is allowed to pay a minimum hourly cash equivalent of minimum hourly fringe benefits listed in the wage determination decision in lieu of the contribution of benefits to a permissible fringe benefit plan for all hours worked including overtime as described in paragraph 6 above. An employee is not allowed to receive less than the minimum hourly basic rate of pay specified in the wage determination decision.

Work Conducted On Holidays-Non-Federally Funded Projects.

If a laborer/mechanic is employed in the normal course and scope of his or her work on the jobsite on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day, or the calendar days observed as such in any given year, work performed shall be paid for at no less than one and one half (1 l/2) times the regular minimum hourly base pay regardless of the total number of the laborer/mechanic has accumulated during the pay period.

Underpayment Of Wages Or Salaries.

When a "full investigation" (as called for in and as construed under Texas Government Code Section 2258, establishes underpayment of wages by contractor/subcontractor to its laborers/mechanics employed upon the work covered by its contract with the City of San Antonio, the City shall withhold an amount from the contractor,

out of any payments (Interim progress and/or final) due the contractor, the City of San Antonio may consider necessary to secure ultimate payment by the appropriate party to such laborers/mechanics, of full wages plus possible penalty (see b. below). The amount withheld, excluding any possible penalty to be retained by City, may be disbursed at an appropriate time after "full investigation" by the City of San Antonio, for and on behalf of the contractor/subcontractor (as may be appropriate), to the respective laborers/mechanics to whom the same is due or on their behalf to fringe benefit plans, funds or programs for any type of minimum fringe benefits prescribed in the applicable wage determination decision.

Texas Government Code Section 2258, states that the contractor shall forfeit as a penalty to the City of San Antonio the sum of sixty dollars ($60.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic, who is paid less than the said stipulated rate for any work done under this contract, whether by the contractor himself or by any subcontractor working under him. Pursuant to and supplemental to this statutory authority, the City of San Antonio and the contractor/subcontractor contractually acknowledge and agree that said sixty dollar ($60.00) statutory penalty shall be construed by and between the City of San Antonio and the contractor/subcontractor as liquidated damages and will apply to any violations of paragraphs 6, 7, or 9 herein, resulting from contractor/subcontractor underpayment violations.

If unpaid or underpaid workers cannot be located by the Contractor of the City after diligent efforts to accomplish same, the contractor report the wages as "unclaimed property" in accordance to Texas State law.

The City of San Antonio requires that the prime contractor send to the Labor Compliance Office a copy of the supporting documentation for the unclaimed property submitted to the State.

Displaying Wage Determination Decisions/and Notice To Laborers/Mechanics Statement.

The applicable wage determination decision as described in the "General Statement" (and as specifically included in each project contract), outlining the various worker classifications and mandatory minimum wages and minimum hourly fringe benefit deductions, if any, of laborers/mechanics employed and to be employed upon the work covered by this contract, shall be displayed by the contractor/ subcontractor at the site of work in a conspicuous and prominent public place readily and routinely accessible to workmen for the duration of the project. In addition, the contractor/subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision:

Notice to Laborers/Mechanics.

Both the City of San Antonio and the contractor/subcontractor agree that you must be compensated with not less than the minimum hourly base pay and minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this jobsite and as are applicable to the classification of work you perform.

Additionally, you must be paid not less than one and one-half times your basic hourly rate of pay for any hours worked over 40 in any seven (7) calendar day work period, and for any work conducted on the following holidays: New Year's Day, Memorial Day, Fourth of July; Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day or the calendar days observed as such in any given year.

Apprentice and trainee hourly wage rates and ratios apply only to apprentices and trainees recognized under approved Federal, or State, apprenticeship training program registered with the Bureau of Apprenticeship and Training, U.S. Dept. of Labor.

If you believe that your employer is not paying the posted minimum wage for the type of work you do, you must make direct inquiry to the employer and inquire in writing within sixty (60) calendar days of your receipt of any allegedly incorrect wage or benefit check or report, to the City of San Antonio Labor Compliance Office, Capital Improvements Management Services Department, P.O. Box 839966, San Antonio, Texas 78283-3966. It is mandatory that the worker promptly file written inquiry of any allegedly in correct wage or benefit checks or reports with the City of San Antonio, Labor Compliance Office within the sixty (60) calendar day period so that they do not waive your potential right of recovery under the provisions of the City of San Antonio Project Management Office contract that governs this project.

Both the City of San Antonio and the contractor/subcontractor agree that no laborer/mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits shall be discharged by the employer or in any other manner be discriminated against by the employer for filing such complaint or inquiry.

Payrolls & Basic Payroll Records.

The contractor and each subcontractor shall prepare payroll reports in accordance with the "General Guide lines" instructions furnished by the Labor Compliance Office of the City of San Antonio such payroll submittals shall contain the name and address of each such employee, his correct labor classification, rate of pay, daily an d weekly number of hours worked, any deductions made, and actual basic hourly and fringe benefits paid. The contractor shall submit payroll records each week, and no later than seven (7) working days following completion of the workweek being processed, to the Labor Compliance Office, City of San Antonio. These payroll records shall include certified copies of all payrolls of the contractor and of his subcontractors, it being understood that the contractor shall be responsible for the submission and general mathematical accuracy of pay rolls from all his subcontractors. Each such payroll submittal shall be on forms deemed satisfactory to the City's Labor Compliance Office and shall contain a "Weekly Statement of Compliance*, as called for by the contract documents. Such payrolls will b e forwarded to Capital Improvements Management Services, Labor Compliance Office, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the Labor Compliance Electronic Certified Payrolls System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the City of San Antonio Labor Compliance Electronic Certified Payrolls System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. The City of San Antonio Labor Compliance Office may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract.

Copies of payroll submittals and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years after completion of the project. The contractors/subcontractors shall maintain records which demonstrate: any contractor commitment to provide fringe benefits to employees as may be mandated by the applicable wage determination. decision, that the plan or program is adjudged financially responsible by the appropriate approving authority, (i.e. U. S. Department of Labor, U.S. Department of Treasury, etc.), and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected prior to their performing work on the project.

The contractor/subcontractor shall make the above records available for inspection, copying, or transcribing by authorized representatives of the City of San Antonio at reasonable times and locations forces of monitoring compliance with this contract.

All certified payrolls submitted to the Labor Compliance Office are deemed true and accurate. If upon review of the certified payrolls, wage underpayment violations are identified and noted, restitution will be calculated and penalties will be issued to the prime contractor of the project. In order to refute a wage violation, the contractor/subcontractor must provide supporting documentation to the Labor Compliance Office for review and consideration.

Labor Disputes.

The contractor/subcontractor shall immediately notify the Project Management Office or designated representative of any actual or impending contractor/subcontractor labor dispute which may affect, or is affecting, the schedule's of the contractor's, or any other contractor's/subcontractor's work. In addition, the contractor/subcontractor shall consider all appropriate measures to eliminate or minimize the effect of such labor disputes on the schedule, including but not limited to such measures as: promptly seeking injunctive relief if appropriate; seeking appropriate legal or equitable actions or remedies; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other of supply or service; and any other measures that may be appropriately utilized to mitigate or eliminate the jobsite and scheduling effects of the labor dispute.

Complaints, Proceedings, or Testimony By Employees.

No laborers/mechanics to whom the wage, salary, or other labor standard provisions of this contract are applicable shall be or in any other manner discriminated against by the contractor/subcontractors because such employee has filed any formal inquiry or complaint or instituted, or caused to be instituted, any legal or equitable proceeding or has testified, or is about to testify, in any such preceding under or relating to the wage and labor standards applicable under this contract.

Employee Interviews to Assure Wage and Labor Standard Compliance.

Contractor/subcontractors shall allow expeditious jobsite entry of City of San Antonio Labor Compliance representatives displaying and presenting proper identification credentials to the jobsite superintendent or his representative. While on the jobsite, the Labor Compliance representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. Contractor/subcontractors shall allow project employees to be separately and confidentially interviewed at random for a reasonable duration by the Labor Compliance representatives to facilitate compliance determinations regarding adherence by the contractor/subcontractor to these Wage and Labor Standard Provisions.

"Anti-Kickback" Provision.

No person employed in the construction or repair of any City of San Antonio public work shall be induced, by any, to give up to any contractor/subcontractor or public official or employee any part of the hourly and/or fringe benefit compensation to which he is otherwise entitled.

"False or Deceptive Information Provision".

Any person employed by the contractor/subcontractor in the construction or repair of any City of San Antonio public work, who is proven to have knowingly and willfully falsified, concealed or covered up by any deceptive trick, scheme, or device a material fact, or made any false, fictitious or fraudulent statement or representation, or made or used any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be permanently removed from the jobsite by contractor/subcontractor. The City of San Antonio reserves the right to terminate its contract for cause as a result of serious and uncured violations of this provision.

Employment of Apprentices/Trainees.

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship & Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in (b) below or is not registered or otherwise employed as stated above, shall be paid the wage rate for the classification of work he actually performs. The contractor/subcontractor is required to furnish to the Labor Compliance Office of the City of San Antonio, a copy of the certification, along with the payroll record that the employee is first listed on. The wage rate paid apprentices shall be not less than the specified rate in the registered program for the apprentice's level of progress expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination decision.

Trainees will be permitted to work at less than the predetermined rate for the work performed when they a re employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the classification of work he actually performs. The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record that the employee is first listed on, to the Labor Compliance Office of the City of San Antonio. In the event the Employment and Training Administration

withdraws approval of a training program, the contractor/subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved by the Employment and Training Administration.

Paragraphs above shall not operate to exclude training programs approved by the OFCCP, United States Department of Labor and as adopted by the Associated General Contractors (AGC) of Texas, Highway, Heavy, Utilities and Industrial Branch. Guidelines for these training programs shall be the same as those established for federally funded projects. This sub-paragraph shall not apply to those portions of a project deemed to be building construction.

The Ratio to Apprentice to Journeyman for this project shall be the same as the ratio permitted under the plan approved by the Employment and Training, Administration, Bureau of Apprenticeship and Training, U.S. Department of Labor, by Craft. A copy of the allowable Ratios is included with the applicable Wage Determination Decision in the specifications for this project.

When "full investigation" as called for in, and as construed under, Texas Government Code Section 2258, evidences a violation of the Apprentice or Trainee to Journeyman ratios effective for con tractor/subcontractor employees working on this contract, the City of San Antonio, in addition to such other rights as may be afforded it under state and/or federal law and/or other sections of its contract, shall withhold from the contractor, out of any payments (interim progress and/or final) due the contractor, the liquidated damages sum of seventy-five dollars ($75.00) for each calendar day, or portion thereof, for each certified Apprentice or Trainee employee assigned to a Journeyman that exceeds the maximum allowable Apprentice/ Trainee to Journeyman ratio stipulated for any work done under this contract, whether by the contractor himself or by any subcontractor working under him.

Jobsite Conditions.

Contractors/subcontractors shall not allow any person employed for the project to work in surroundings or under construction conditions which are unsanitary, unhealthy, hazardous, or dangerous as governed by industry standards and appropriate local, state and federal statutes, ordinances, and regulatory guidelines.

Employment Of Certain Persons Prohibited.

The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Child Labor Law found at Chapter 51 of the Texas Labor Code "Child Labor" Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 US CS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96:l; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling' law on this subject. The contractor/subcontractor should seek clarification from state and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

Prohibited persons not to be employed are also those persons who, at the time of employment for this contract, are serving sentence in a penal or correctional institution except that prior approval by the Director of Capital Improvements Management Services is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate state or federal correctional agencies.

The Contractor/subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this contract.

Provisions to Be Included In Subcontracts.

The contractor shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the contractor similar, if not greater, general contractual authority over the subcontractor or subcontractors as the City of San Antonio may exercise over the contractor.

Contractor's Responsibility.

The City of San Antonio will hold the prime contractor responsible for ensuring that his subcontractors comply with the Wage and Labor Standards Provisions.

Workers' Compensation.

Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Workers' Compensation Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage .

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

obtain from each other person with whom it contracts, and provide to the contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period. (*NOTE: Discounts accepted as part of this offer are not subject to revision.*)

A written notice stipulating in detail the changes of a price list must be furnished and approved by City before revisions go into effect.

All price lists submitted with the offer, or approved revisions, are hereby incorporated into this contract by reference.

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Finance Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, 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, it's officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract 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.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor 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 Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

Severability. 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 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 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 the 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.

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

Certifications. Vendor warrants and certifies that Vendor 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.

Non-waiver of Performance. 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. 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.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract 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.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information
Please Print or Type

Vendor ID No.	1014580
Signer's Name	Peter Whitfield
Name of Business	Unicom Government
Street Address	2553 Dulles View Drive Suite 100
City, State, Zip Code	Herndon, VA 20171
Email Address	Peter.Whitfield@unicomgov.com
Telephone No.	703-502-2954
Fax No.	703-463-5872
City's Solicitation No.	6100003360

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City's Finance Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

Attachment A

Price Schedule

Installation of Broadcast System

Product Pricing	Total: $5,487,393.29

Detailed product pricing is attached hereto as Attachment A-1

Services Pricing	Total: $1,555,685.12
Shipping	Total: $125,348.97
Total Price for Purchase and Installation:	$7,168,427.38
Maintenance of Broadcast System	
Annual Fee	$132,090.49
Total Maintenance Fee for 3 Year Period	$396,271.47
Total Project Cost Including Purchase, Installation & Maintenance	$7,564,698.85

MEMORANDUM OF UNDERSTANDING

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its Department of Planning and Community Development, pursuant to Ordinance No. 2013-09-__-____ (the "Ordinance"), dated September __, 2013, and SAN ANTONIO AFFORDABLE HOUSING, INC. ("SAAH"), a Texas non-profit corporation acting by and through it's Board Chair, hereto duly authorized.

WHEREAS, the City Council has adopted a budget from its General Funds for the performance of certain land acquisition activities include, but are not limited to the acquisition, maintenance, and disposition of real estate with continued coordination and assistance from CITY (the "Project"); and

WHEREAS, the City Council has designated the Department of Planning and Community Development as CITY's representative responsible for the administration, monitoring and implementation of the Project and all matters pertaining thereto; and

WHEREAS, SAAH and CITY have agreed that SAAH and CITY shall implement, perform and manage the Project; **NOW THEREFORE**:

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. TERM

1.1 Except as otherwise provided for pursuant to the provisions hereof, this MOU shall commence on September 12, 2013 and either party may terminate this MOU upon providing a written thirty (30) day notice of such termination to the other party.

1.2 SAAH agrees and understands that CITY has projected costs for this MOU and that CITY expects to pay all obligations of this MOU from projected revenue sources, but that all obligations of CITY are subject to annual appropriation by City Council. Accordingly, if CITY does not appropriate the sums to pay the obligations hereunder, due to the unavailability of funds, then this MOU shall terminate. Neither SAAH nor CITY shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this MOU.

II. RESPONSIBILITIES

2.1 CITY and SAAH hereby accept responsibility for the performance, in a satisfactory and efficient manner as agreed to by CITY and SAAH, of all services and activities set forth in this MOU.

2.2 Unless written notification by CITY to the contrary is received, CITY's Director of the Department of Planning and Community Development, or their designee, shall be CITY's designated representative responsible for the implementation and administration of all matters pertaining to this MOU.

2.3 SAAH'S Board of Commissioners (the "Board") shall be responsible for the management of all matters pertaining to this MOU. Ongoing daily business communication contact for SAAH shall be with the Board Chair or the Board's designee.

2.4 Communications between CITY and SAAH shall be directed to the designated representatives of each as set forth in paragraphs numbered 2.2 and 2.3 hereinabove.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.1 Notwithstanding anything to the contrary herein if CITY provides federal funds to SAAH, SAAH shall comply with any and all applicable rules and regulations as contained in CITY's Federal Compliance Manual (a copy of which will be included as part of every federally funded contract or federally funded activity managed as part of this MOU).

3.2 CITY and SAAH shall observe and comply with all city, state and federal laws, regulations, ordinances and codes affecting SAAH's operations pursuant to this MOU.

IV. LEGAL AUTHORITY

4.1 CITY and SAAH each represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this MOU and to perform the responsibilities herein required.

4.2 The signers of this MOU for CITY and SAAH each represent, warrant, assure and guarantee that he or she has full legal authority to execute this MOU on behalf of CITY or SAAH, respectively, and to bind CITY and SAAH, respectively, to all terms, performances and provisions herein contained.

4.3 In the event that a dispute arises as to the legal authority to enter into this MOU of either CITY or SAAH or the person signing on behalf of CITY or SAAH, the disputing party shall have the right, at its option, to either temporarily suspend or permanently terminate this MOU.

4.4 The parties agree that the activities of SAAH set out herein constitute a public purpose. All support and assistance provided by CITY is in exchange for the performance of activities consistent with that public purpose.

V. PERFORMANCE BY CITY

5.1 CITY, in accordance and compliance with the terms, provisions and requirements of this MOU, shall administer, perform and provide all of the activities and services set forth in this Agreement by and through its Center City Development Office and Department of Planning and Community development.

5.2 CITY and SAAH agree that CITY may modify or alter Exhibit "A" to comply with any revision of activities as permitted by other laws, including those permitted by the Texas Local Government Code or other development statutes.

VI. PERFORMANCE BY SAAH

6.1 SAAH, in accordance and compliance with the terms, provisions and requirements of this MOU, shall undertake activities as part of the REnewSA program (the Program) on behalf of CITY to acquire, clear title, convey lots and administer a loan program consistent with the Program in conformity with all applicable state and local laws, including any applicable CITY plans, goals, and policies approved by CITY. SAAH understands and agrees that if state and local laws, including CITY plans, goals and policies are amended or revised, it shall comply with them or otherwise immediately notify CITY pursuant to the provisions of this MOU.

6.2 SAAH and CITY, in accordance and compliance with the terms, provisions and requirements of this MOU, shall designate the SAAH Board Chair (or another person designated by the SAAH Board) and the City Manager or her designee or CITY's Director of the Department of Planning and Community Development, or the Center City Development Office to execute any and all documents to transact business for SAAH. The SAAH Board Chair shall be available to CITY staff at all reasonable times during business hours to transact business.

VII. FUNDING TO SAAH and EXPENDITURE REQUESTS

7.1 In consideration of SAAH's performance, in a satisfactory and efficient manner as determined by CITY, of all services and activities set forth in this MOU, SAAH agrees to expend the funds herein for all eligible expenses incurred hereunder in accordance with the Program Budget set forth in Exhibit "A", which is attached hereto and incorporated herein by reference and shall be subject to any and all limitations and provisions set forth in this Article.

7.2 Notwithstanding any other provision of this MOU, the total of all expenditures and other obligations made or eligible costs incurred by SAAH for land bank activities hereunder shall not exceed the sum of SIX HUNDRED SEVENTY THOUSAND AND NO/100THS DOLLARS ($670,000.00).

7.3 CITY shall not be liable for any SAAH cost, or portion thereof, which:

(A) Has been paid, reimbursed or is subject to payment or reimbursement from another source.

(B) Is not in strict accordance with the terms of this MOU, including all exhibits attached.

(C) Has not been billed to CITY in accordance with the terms of this MOU within forty-five (45) calendar days following billing to SAAH, or termination of this MOU, whichever is earlier.

(D) Is not an allowable cost as defined by Project Budget (Exhibit "A").

7.4 CITY shall not be liable for any SAAH cost, or portion thereof, which is or was incurred in connection with an activity of SAAH where:

(A) Prior written authorization from CITY is required for the activity and such authorization was not first procured.

(B) CITY has requested that SAAH furnish data concerning an activity prior to proceeding further therewith and SAAH nonetheless proceeds without first submitting the data and receiving CITY approval thereof.

7.5 CITY shall not be obligated or liable under this MOU to any party, other than SAAH, for payment of any monies or provision of any goods or services.

VIII. MAINTENANCE OF RECORDS

8.1 SAAH agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this MOU. SAAH further agrees:

(A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this MOU and with all applicable federal and state regulations establishing standards for financial management; and

(B) That SAAH's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

8.2 SAAH agrees to retain, for the period of time and under the conditions specified by CITY, all books, records, documents, reports, and written accounting policies and procedures pertaining to the operation of programs and expenditures of funds under this MOU.

8.3 To the extent of any executory sub-contracts, SAAH agrees to include the substance of this Article in all of its sub-contracts.

8.4 Nothing in this Article shall be construed to relieve SAAH of:

(A) Responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this MOU; and

(B) Fiscal accountability and liability pursuant to this MOU and any legal requirements.

8.5 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 SAAH receives inquiries regarding documents within its possession pursuant to this MOU, SAAH 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, SAAH shall submit to CITY the list of specific statutory authority mandating confidentiality no later than three (3) business days of SAAH's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each party. Each party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other party.

IX. ACCESSIBILITY OF RECORDS

9.1 At any reasonable time and as often as CITY may deem necessary, SAAH shall make all of its records available to CITY, or any state or federal agency as appropriate, or any of their authorized representatives, and shall permit CITY, HUD, or any of their authorized representatives to audit, examine, and make excerpts and/or copies of same. SAAH's records shall include, but shall not be limited to, the following: payroll, personnel and employment records; contracts; and invoices.

X. INDEMNIFICATION

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

10.2 This MOU will be interpreted according to the Constitution and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this MOU shall be in Bexar County, Texas. This MOU is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

XI. CONFLICT OF INTEREST

11.1 CITY and SAAH covenant that neither it nor any member of its' governing bodies or of its' staff presently have any personal interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU. CITY and SAAH further covenant that in the performance of this MOU, no persons having such interest shall be employed or appointed as a member of its' governing bodies or of its' staff.

11.2 CITY and SAAH further covenant that no member of its' governing bodies 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.

XII. CHANGES AND AMENDMENTS

12.1 Except when the terms of this MOU expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing, executed by both parties, and as applicable, approved by the City Council of the City of San Antonio.

12.2 Notwithstanding the above, the parties agree that the CITY and SAAH shall have the authority to execute an amendment of this MOU or its Exhibits without the necessity of seeking any further approval by the City Council of the City of San Antonio or SAAH Board approval, if permitted by all applicable local, state and federal laws, in the limited circumstance when such amendment solely increases funding of this MOU in an amount not exceeding twenty percent (20%) of the total amount of this MOU. Amendments to the responsibilities and budget set out within this Agreement and/or Exhibit "A" that do not change the overall value of the Agreement, but revise, modify or define duties amongst the parties do not require further approval by City Council or the SAAH Board.

12.2 Whenever and as often as deemed reasonably necessary by CITY, CITY and SAAH may request and require changes to the Work Statement and Budget (Exhibit "A"); such changes as requested or required by CITY, however, must be by written amendment hereto and may incorporate therein increases or decreases in the total monetary obligation of CITY to SAAH as provided for pursuant to the terms, provisions and conditions of this MOU within the scope of the project approved in the Ordinance.

12.3 In the event that the level of funding for SAAH is significantly altered, SAAH shall submit, immediately upon request by CITY, a revised budget and Project information so as to enable re-evaluation by CITY of the original funding levels set forth in Exhibit "A."

12.4 It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this MOU and that any such changes shall be automatically incorporated into this MOU without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XIII. TERMINATION

13.1 "Termination" of this MOU shall mean upon a decision to terminate by either CITY or SAAH, written notice of such, and the effective date thereof, shall be immediately provided to the other party.

13.2 Upon receipt of written notice to terminate, SAAH shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this MOU. To this effect, CITY shall not be liable to SAAH or SAAH's creditors for any expense, encumbrances or obligations whatsoever incurred after the date of termination.

13.3 Within thirty (30) calendar days after receipt of written notice to terminate, SAAH shall submit a statement to CITY, indicating in detail the services performed under this MOU prior to the effective date of termination.

13.4 Should SAAH violate the terms in Sections 7.4 or 15.1, such actions shall be considered a material breach of this MOU and CITY shall have the option to immediately terminate this MOU.

XIV. NOTIFICATION OF ACTION BROUGHT

14.1 In the event that any claim, demand, suit, proceeding, cause of action or other action (hereinafter collectively referred to as "claim") is made or brought against SAAH, SAAH shall give written notice thereof to CITY within two (2) business days after itself being notified. SAAH's notice to CITY shall state the date and hour of notification to SAAH of the claim; the names and addresses of those instituting or threatening to institute the claim, the basis of the claim; and the name(s) of any others against whom the claim is being made or threatened. Written notice pursuant to this Article shall be delivered either personally or by mail in accordance with Article XVIII of this MOU.

XV. ASSIGNMENTS

15.1 SAAH shall not transfer, pledge or otherwise assign this MOU, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XVI. SEVERABILITY OF PROVISIONS

16.1 If any clause or provision of this MOU 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 MOU 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 MOU that is invalid,

illegal, or unenforceable, there be added as a part of the MOU 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. ENTIRE MOU

17.1 This MOU constitutes the final and entire MOU between the parties hereto and contains all of the terms and conditions agreed upon. No other MOUs, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

XVIII. NOTICES

18.1 For purposes of this MOU, all official communications and notices among 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
Planning and Community Development
P.O. Box 839966
San Antonio, Texas 78283

Director
Center City Development Office
P.O. Box 839966
San Antonio, Texas 78283

City Attorney's Office
P.O. Box 839966
San Antonio, Texas 78283
Attn: SAAH Liaison Attorney

SAAH:
Chair,
Board of Commissioners
1400 South Flores
San Antonio, Texas 78204

Escamilla& Poneck, LLP
700 N. St. Mary's, Suite 850
San Antonio, Texas 78205
Attn: Douglas A. Poneck

Notice 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 such change.

XXII. PARTIES BOUND

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

XXIII. GENDER

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

XXIV. RELATIONSHIP OF PARTIES

24.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

XXV. ADVERSARIAL PROCEEDINGS

25.1 SAAH agrees that under no circumstances will the funds received under this MOU 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, unless written permission is given by CITY.

XXVI. TEXAS LAW TO APPLY

26.1 THIS MOU 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.

XXVII. CAPTIONS

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

EXECUTED this the _____ day of _____.

CITY OF SAN ANTONIO

By:_____

Title: Director, Planning and Community Development

APPROVED AS TO FORM:

_____
Assistant City Attorney

SAN ANTONIO AFFORDABLE HOUSING, INC.

By: _____

Title: Chair, Board of Directors

APPROVED AS TO FORM:

_____
Counsel for SAAH

Attachment: Exhibit "A" Work Statement & Budget

Exhibit A
Work Statement and Budget

I. GENERAL WORK STATEMENT

1.1 REnewSA is a new collaborative initiative for organizing and strategically deploying community development tools administered by multiple City departments to create value from vacant, neglected, and underutilized properties in commercial corridors and neighborhoods in ICRIP areas. As part of this initiative, the City has determined that funding should be made available to San Antonio Affordable Housing (SAAH) to implement the following activities within the initiative:

- SAAH will acquire, clear title, and convey lots and will administer a loan program as more specifically defined by the City.
- Up to $516,000.00 in City general funds will be utilized to acquire, clear title, and convey a defined number of parcels.
- Up to $154,000.00 will fund a minimum of two (2) construction loans.
- Target areas, as defined by the City, will receive priority, but funds could also be utilized within the broader ICRIP boundary, as authorized by City.

II. BUDGET

2.1 The responsibilities set out within the Agreement and this Exhibit are subject to the following budget:

Acquisition, title clearance, & conveyance of vacant parcels/structures	$ 516,000
Construction loans through a SAAH Revolving Loan Fund	$ 154,000
Total Budget:	$670,000.00

III. REVISIONS AND AMENDMENTS

3.1 The parties agree that amendments to the responsibilities and budget set out within the main body of the Agreement and/or this Exhibit "A" that do not change the overall value of the Agreement, but revise, modify or define duties amongst the parties do not require further approval by City Council or the SAAH Board within the scope of the project approved in the Ordinance..

STATE OF TEXAS	§	
	§	**CHAPTER 380 ECONOMIC**
	§	**DEVELOPMENT PROGRAM GRANT**
COUNTY OF BEXAR	§	**AGREEMENT**

This Chapter 380 Economic Development Program Grant Agreement (this "Agreement") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "Grantor"), a Texas municipal corporation acting by and through its City Manager pursuant to City Ordinance No. 2013-09-__-____, dated September __, 2013 and AVANCE (hereinafter referred to as "Grantee"), a non-profit organization.

RECITALS

WHEREAS, Grantee is undertaking an economic development project consisting of the rehabilitation of a 5,000 sq. ft. building located at 908 W. Houston St., San Antonio, TX 78207 which upon completion will result in approximately $1.2 million in real property investment and the location of thirty (30) jobs (the "Project"); and

WHEREAS, pursuant to Chapter 380.002(a) of the Texas Local Government Code, Grantor is authorized to create a program for the grant of public money to any organization exempt from taxation under Section 501(a) of the Internal Revenue Code of 1986 as an organization described in Section 501(c)(3) of that code for the public purposes of development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development or expansion of commerce in the state; and

WHEREAS, in accordance with City Ordinance No. 100684, Grantor created an economic development program for the purpose of making such grants of public money; and

WHEREAS, Grantor finds that the Project meets the goals of Chapter 380 and has agreed to utilize certain funds to provide a Chapter 380 Economic Development Program Grant to Grantee to undertake and complete the Project; and

WHEREAS, the City Council has authorized the City Manager or her designee to enter into this Agreement in accordance with City Ordinance No.2012-09-__-____, passed and approved on September __, 2013; **NOW THEREFORE**:

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. TERM

1.1 Unless sooner terminated in accordance with the provisions of this Agreement, the Term of this agreement shall commence on October 1, 2013 and shall terminate no later than September 30, 2014.

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

II. SCOPE OF SERVICES

2.1 Grantee agrees to provide the services described in Exhibit A to this Agreement, entitled "SCOPE OF SERVICES," in exchange for the compensation described in Article III of this Agreement, entitled "COMPENSATION."

2.2 Grantee and Grantor agree that Grantee is an independent Grantee and shall be responsible to all parties for its respective acts and omissions, and that Grantor shall in no way be responsible therefore, and that neither has authority to bind the other, or hold out to third-parties that it has the authority to bind the other.

2.3 All work performed by or caused to be performed by the Grantee hereunder shall be performed in accordance with federal, state and local laws.

III. COMPENSATION TO GRANTEE

3.1 For consideration of Grantee's full and satisfactory performance of this Agreement, to include undertaking and completing the Scope of Services as described in Exhibit A, the Grantor agrees to pay Grantee an amount not to exceed ONE HUNDRED THOUSAND DOLLARS AND 0 CENTS ($100,000.00) as total compensation.

3.2 GRANTEE expressly agrees and understands that this is a cost reimbursement contract and that Grantor's liability hereunder is limited to making reimbursements for allowable expenditures made by GRANTEE as determined by Grantor. Such amounts shall be disbursed to Grantee upon the submission of invoices in the amounts listed in the invoice.

3.3 Grantee acknowledges that by paying Grantee the sum identified in this Article III, the Grantor is meeting all of its obligations to Grantee under this Agreement and no further obligations shall be incurred by Grantor.

3.4. Grantee understands that the funds provided it pursuant to this Agreement are funds which have been made available by Grantor's General Fund and Grantee will, therefore, comply with all rules, regulations, policies and procedures applicable to these funds as directed by Grantor.

3.5 GRANTEE shall not use funds from this contract for purposes other than those listed in Exhibit A of this Agreement without prior written consent of the Grantor. Specifically, funds from this Agreement contract shall not be used for costs associated with environmental clean up, disposing of environmentally hazardous material or soil, or litigation costs from such causes of action.

3.6 Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, GRANTEE will immediately refund such amount to GRANTOR.

IV. FISCAL MANAGEMENT

4.1 GRANTEE shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent frauds and program abuse. Grantor shall review Grantee's system of internal administrative and accounting controls as it deems necessary to ensure financial responsibility.

4.2 GRANTEE will establish a separate account in a commercial bank as a depository for receipt and expenditure of all funds provided hereunder.

4.3 Grantor's Center City Development Office is assigned monitoring responsibility to evaluate the accountability of this Agreement. GRANTEE will provide Grantor's staff, including internal auditors and other persons as designated by GRANTOR, such as independent public accountants, access during regular business hours, as deemed necessary by GRANTOR for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of Grantee's books, records and files related to this Agreement. Grantee shall retain all records, including invoices, associated with this Agreement for four (4) years following the termination of this Agreement.

V. TERMINATION

5.1 For purposes of this Agreement, "termination" shall mean termination by expiration or earlier termination pursuant to any of the provisions hereof.

5.2 Termination Without Cause. This Agreement may be terminated by either party upon twenty (20) days written notice, which notice shall be provided in accordance with Article VI. Notice.

5.3 Termination For Cause. Should GRANTEE fail to fulfill in timely and proper manner obligations under this Agreement, or if GRANTEE should violate any of the covenants, conditions, or stipulations of this Agreement, GRANTOR shall have the right to terminate this Agreement by sending written notice to GRANTEE of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent. Additionally, upon written notice, which notice shall be provided in accordance with Article VI. Notice, Grantor may terminate this Agreement 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:

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

5.3.2 The failure of Grantee to timely provide written updates or status of assessment.

5.3.3 Poor performance by Grantee of the tasks set out in Exhibit A.

5.3.4 The filing for bankruptcy by Grantee.

5.4 Defaults With Opportunity for Cure. Should Grantee default in the performance of this Agreement in a manner stated in this Article V, same shall be considered an event of default. Grantor shall deliver written notice of said default specifying such matter(s) in default. Grantee shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VI. Notice, to cure such default. If Grantee fails to cure the default within such 15 day cure period, Grantor shall have the right, without further notice, to terminate this Agreement in whole or in part as Grantor deems appropriate.

5.5 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.

5.6 Regardless of how this Agreement is terminated, upon such termination Grantee shall forfeit any funds not disbursed or committed under an existing contract at the time of receiving the notice to

terminate. Additionally, the Grantor may recapture any and/or all funds disbursed should the Grantor, in its sole discretion, determine that the purpose of the funds has not been fully met by Grantee.

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

VI. NOTICE

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 Grantor, to:

City of Antonio
Attn: Director
Center City Development Office
P.O. Box 839966
San Antonio, TX 78283-3996

If intended for Grantee, to:

AVANCE
Attn: _____
_____
San Antonio, TX 782__

VII. INSURANCE

7.1 Prior to the commencement of any work under this Agreement, Grantee shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the Grantor's Center City Development Office, which shall be clearly labeled "AVANCE 380 Agreement" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Grantor will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Grantor. The Grantor shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Grantor's Center City Development Office. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

7.2 The Grantor 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 Grantor allow modification whereupon Grantor may incur increased risk.

7.3 As Grantee's financial integrity is of interest to the Grantor; therefore, subject to Grantee's right to maintain reasonable deductibles in such amounts as are approved by the Grantor, Grantee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Grantee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed 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 Grantees c. Products/completed operations d. Personal Injury Contractual Liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. 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

7.4 The Grantor shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the Grantor, 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). Grantee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Grantor at the address provided below within 10 days of the requested change. Grantee shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Center City Development Office
P.O. Box 839966
San Antonio, Texas 78283-3966

7.5 Grantee 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 Grantor, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Grantor, with the exception of the workers' compensation and professional liability polices;

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

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Grantor.

- Provide thirty (30) calendar days advance written notice directly to Grantor 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.

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

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

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

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

7.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

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

VIII. INDEMNIFICATION

GRANTEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the GRANTOR and the elected officials, employees, officers, directors, volunteers and representatives of the GRANTOR, 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 GRANTOR directly or indirectly arising out of, resulting from or related to GRANTEE'S activities under this Agreement, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, Grantee or subcontractors of GRANTEE, 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 GRANTOR, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND GRANTOR 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 GRANTOR 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. GRANTEE shall advise the GRANTOR in writing within 24 hours of any claim or demand against the GRANTOR or GRANTEE known to GRANTEE related to or arising out of Grantee's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at Grantee's cost. The GRANTOR shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

IX. ASSIGNMENT AND SUBCONTRACTING

9.1 Grantee shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Grantee. Grantee, its employees or its subcontractors shall perform all necessary work.

9.2 Except as otherwise stated herein, Grantee 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 Grantor, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Grantee shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Grantee, assignee, transferee or subcontractor.

9.3 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 Grantee assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, Grantor may, at its option, cancel this Agreement and all rights, titles and interest of Grantee shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to Grantor under this Agreement. The violation of this

provision by Grantee shall in no event release Grantee from any obligation under the terms of this Agreement, nor shall it relieve or release Grantee from the payment of any damages to Grantor, which Grantor sustains as a result of such violation.

X. INDEPENDENT CONTRACTOR

Grantee covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of Grantor; that Grantee 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 grantees; that the doctrine of contractor superior shall not apply as between Grantor and Grantee, its officers, agents, employees, Grantees, subcontractors and contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between Grantor and Grantee. The parties hereto understand and agree that the Grantor shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Grantee under this Agreement and that the Grantee has no authority to bind the Grantor.

XI. CONFLICT OF INTEREST

11.1 Grantee 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.

11.2 Pursuant to the subsection above, Grantee 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. Grantee further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XII. AMENDMENTS

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 Grantor and Grantee, and subject to approval by the Grantor's City Council, as evidenced by passage of an ordinance.

XIII. SEVERABILITY

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.

XIV. LICENSES/CERTIFICATIONS

Grantee warrants and certifies that Grantee 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.

XV. COMPLIANCE

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

XVI. NONWAIVER OF PERFORMANCE

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 Grantor, such changes must be approved by Grantor's City Council, as described in Article XVI. Amendments. 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.

XVII. LAW APPLICABLE

17.1 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.

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

XVIII. LEGAL AUTHORITY

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

XIX. PARTIES BOUND

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.

XX. CAPTIONS

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.

XXI. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

EXHIBIT A: Scope of Work

XXVI. ENTIRE AGREEMENT

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 same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____ 2013.

CITY OF SAN ANTONIO

_____
Sheryl S. Sculley
City Manager

AVANCE

_____
Name:
Title:

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bernard
City Attorney

EXHIBIT A: SCOPE OF SERVICES

STATE OF TEXAS	§	**CHAPTER 380**
	§	**ECONOMIC DEVELOPMENT PROGRAM**
	§	**GRANT AGREEMENT OF THE**
COUNTY OF BEXAR	§	**CITY OF SAN ANTONIO**

This Chapter 380 Economic Development Program Grant Agreement (hereinafter referred to as this "Agreement") is made and entered into by and between the City of San Antonio, a municipal corporation of the State of Texas, hereinafter referred to as the "CITY", by and through its City Manager or her designee, and Project Quest, a 501(c)(3) organization, hereinafter referred to as "Quest."

WHEREAS, Quest is undertaking a job training program in San Antonio to assist the City in trainig its citizens and to keep high-tech jobs in San Antonio that might otherwise move elsewhere due to the lack of a workforce with the necessary technology training (the "**Project**"); and

WHEREAS, pursuant to Chapter 380.002(a) of the Texas Local Government Code, the CITY is authorized to create a program for the grant of public money to any organization exempt from taxation under Section 501(a) of the Internal Revenue Code of 1986 as an organization described in Section 501(c)(3) of that code for the public purposes of development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development or expansion of commerce in the state; and

WHEREAS, in accordance with City Ordinance No. 100684, CITY created an economic development program for the purpose of making such grants of public money; and

WHEREAS, CITY finds that the Project meets the goals of Chapter 380 and has agreed to utilize certain funds to provide a Chapter 380 Economic Development Program Grant to Quest to undertake and complete the Project; and

WHEREAS, the City Council has authorized the City Manager or her designee to enter into this Agreement in accordance with City Ordinance No.2012-09-__-____, passed and approved on September __, 2013; **NOW THEREFORE**:

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:

SECTION 1. CONTRACT PURPOSE

Quest shall undertake and complete, in a satisfactory manner as determined by the CITY, an economic development project consisting of job training for FIVE HUNDRED (500) individuals residing in the City of San Antonio. The job training shall be for information technology occupations and shall be performed through Rackspace's Open Cloud Academy program, as further described in **Exhibit A**. The CITY is supporting the Project through this Agreement and is providing funding for workforce training as part of a larger effort to attract and retain high-impact companies that support the CITY's targeted industries with the goal of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding commerce in the state.

SECTION 2. PROJECT REQUIREMENTS

A. QUEST shall enter into an agreement with Rackspace for the use and utilization of Rackspace's Open Cloud Academy. The agreement must provide that Rackspace is contributing a 16,000 sq. ft. training facility, utilities, computer equipment, IT infrastructure, training materials and instructors to train no fewer than two hundred (200) San Antonio residents designated by Quest and meeting the requirements of this Agreement to sit for certifications in A+, Network +, Linux +, MySQL/Apache, System Administrator Certification, RHSCA and Rackspace Administration. The Open Cloud Academy may also offer a Network Operations program offering students certification in Network+, CloudU, Rackspace Systems Administration and CCNA (Cisco Certified Network Associate). The agreement must be signed by Quest and Rackspace prior to any distribution of funds by the CITY under this Agreement. Upon its execution by Quest and Rackspace, Quest shall provide a copy of the agreement to the CITY and said agreement shall be attached hereto as **Exhibit B** of this Agreement.

B. QUEST shall develop and administrate a job training program to accommodate no less than TWO HUNDRED (200) San Antonio residents to attend and complete job training at the Open Cloud Academy under this Agreement. Prior to implementing the job training program, which shall include: a description of qualifications to participate in the job training program, a selection criteria, and a requirement that participants pay fifty-percent (50%) of the Open Cloud Academy's tuition, QUEST shall provide a copy of the developed program to CITY for review and approval. Upon approval by City, QUEST's job training program shall be attached hereto as **Exhibit C** of this Agreement.

C. QUEST shall provide and assume all costs associated with case workers and counselors to conduct life skill group sessions that are essential for the participants of the job training program to overcome the barriers hindering them from becoming successful learners.

SECTION 3. CONTRACT PERIOD

This Agreement shall commence on October 1, 2013 and shall terminate upon the enrollment of the TWO HUNDRETH (200th) San Antonio resident into QUEST's Open Cloud Academy job training program, unless sooner terminated by CITY in accordance with Section 15 of this Agreement.

SECTION 4. QUEST PERFORMANCE

A. QUEST shall conduct and complete the Project in a satisfactory manner as determined by the CITY.

B. QUEST shall comply with all applicable laws and regulations, and shall perform all activities in accordance with the terms of this Agreement, and with all other terms, provisions, and requirements set forth herein.

SECTION 5. CITY OBLIGATIONS

A. In consideration of full and satisfactory performance of activities required by Section 2 of this Agreement, the CITY will disburse grant funds to QUEST for the reimbursement of fifty-percent (50%) of the tuition costs associated with training up to TWO HUNDRED (200) San Antonio residents through the Open Cloud Academy Job Training Program. In no case shall such amount exceed FOUR HUNDRED THOUSAND DOLLARS AND 0 CENTS ($400,000.00).

The funds shall be disbursed to QUEST on a quarterly basis in installments equivalent to fifty-percent (50%) of the Open Cloud Academy tuition cost for the number of new qualified individuals QUEST has enrolled in the Open Cloud Academy in the quarter in which QUEST is seeking the reimbursement. QUEST shall submit invoices to CITY listing the names and addresses of new enrollees for the quarter prior to receiving a disbursement of funds from the CITY.

B. The CITY will not be liable to QUEST or any other entity for any costs incurred by QUEST.

C. QUEST shall refund to the CITY any sum of money paid to QUEST by the CITY, which the CITY or its Economic Development Department determines is an overpayment to QUEST, or in the event the CITY or its Economic Development Department determines funds spent by QUEST were not an allowable cost of this Project. "Allowable costs" will be determined in accordance with this Agreement and are defined as direct costs incurred in the training of San Antonio residents through the Open Cloud Academy Job Training Program. No refund payment(s) may be made from local, state, or federal grant funds unless the underlying statute or regulation specifically permits repayment with grant funds. Such refund shall be made by QUEST to the CITY within sixty (60) calendar days after such refund is requested in writing by the CITY, or within thirty (30) calendar days of a notice from the CITY indicating the request is the result of a final determination that the refund is owed.

SECTION 6. RETENTION AND ACCESSIBILITY OF RECORDS

A. QUEST shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Agreement in a manner that conforms to this Agreement. Such records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. QUEST shall retain such records, and any supporting documentation, for the greater of: (1) four [4] years from the end of the contract period; or (2) the period required by other applicable laws and regulations.

B. Subject to applicable (1) regulatory requirements or restrictions and (2) privacy and/or confidentiality statutes, regulations, or ordinances QUEST shall give the CITY, its designee, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or property belonging to or in use by QUEST pertaining to this Agreement, including records concerning the past use of EDIF grant funds. Such rights of access shall continue as long as the records are retained by QUEST. Failure to provide reasonable access to authorized CITY representatives shall give the CITY the right to suspend or terminate this Agreement as provided for in Sections 15 and 16, or any portion thereof, for reason of default. All records and other information shall be retained by QUEST for a period of four (4) years after all performance requirements are achieved, for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests, are completed. QUEST agrees to maintain such records in an accessible location and to provide citizens, through the CITY, reasonable access to such records consistent with the Texas Public Information Act.

SECTION 7. MONITORING

A. The CITY reserves the right to perform periodic on-site monitoring of QUEST's compliance with the terms and conditions of this Agreement and of the adequacy and timeliness of QUEST's performance. After each monitoring visit, the CITY will provide QUEST with a written report of the monitor's findings. If the monitoring report notes material deficiencies in QUEST's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies

by QUEST. Failure by QUEST to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, in accordance with Sections 14 and 15 herein.

B. During the course of the Project, QUEST shall provide, on an annual basis information evidencing the number of San Antonio residents trained during the term of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that the CITY is contracting with QUEST as an independent contractor, and that QUEST, its employees and subcontractors, are not employees of the CITY.

SECTION 9. CONFLICT OF INTEREST

A. QUEST shall ensure that no employee, officer, or agent of QUEST shall participate in the selection, award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. QUEST shall comply with Chapter 171, Texas Local Government Code as well as the CITY's Code of Ethics.

B. Except for eligible administrative or personnel costs, no employee, agent, consultant, officer, or elected or appointed official, of either QUEST or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Project, shall be permitted to have or obtain a financial interest in or benefit from the Project or any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties. This prohibition shall remain in effect for the duration of the prohibited relationship plus one calendar year thereafter.

SECTION 10. RESERVED.

SECTION 11. LEGAL AUTHORITY

A. QUEST assures and guarantees that QUEST possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services QUEST has obligated itself to perform hereunder.

B. The person or persons signing and executing this Agreement on behalf of QUEST, or representing themselves as signing and executing this Agreement on behalf of QUEST, do hereby guarantee that he, she or they have been duly authorized by QUEST to execute this Agreement on behalf of QUEST and to validly and legally bind QUEST to all terms, performances and provisions herein set forth.

C. The CITY will have the right to suspend or terminate this Agreement in accordance with Sections 14 and 15 herein if there is a dispute as to the legal authority, of either QUEST or the person signing this Agreement, to enter into this Agreement, any amendments hereto or failure to render performances hereunder. QUEST is liable to the CITY for any money it has received from the CITY for performance

of the provisions of this Agreement if the CITY suspends or terminates this Agreement for reasons enumerated in this Section 11.

SECTION 12. LITIGATION AND CLAIMS

A. QUEST shall use its best efforts to give the CITY prompt notice in writing of any action, including any proceeding before an administrative agency, filed against QUEST arising out of the performance of any subcontract hereunder. Except as otherwise directed by the CITY, QUEST shall furnish promptly to the CITY copies of all non-privileged_pertinent papers received by QUEST with respect to such action or claim. QUEST shall use its best efforts to notify the CITY of any legal action filed against the QUEST under the federal bankruptcy code. QUEST shall use its best efforts to submit a copy of such notice to the CITY within 30 calendar days after receipt. No funds provided under this Agreement may be used in the payment of any costs incurred from violations or settlements of, or failure to comply with, federal and state regulations.

B. The CITY and QUEST acknowledge that the CITY is a political subdivision of the State of Texas and is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001 et. seq., and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

C. This Agreement shall be interpreted according to the Constitution and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

SECTION 13. CHANGES AND AMENDMENTS

A. Except as specifically provided in Section 13(C) of this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties to this Agreement upon CITY approval and authorization of QUEST.

B. It is understood and agreed by the parties hereto that performances under this Agreement shall be rendered in accordance with the laws and rules governing the Economic Development Program as detailed in Chapter 380 of the Texas Local Government Code, approved by Ordinance 100684 on April 14, 2005, and the terms and conditions of this Agreement. The CITY may, during the contract period, issue policy directives that serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives will be promulgated by the CITY, shall have the effect of qualifying the terms of this Agreement and shall be binding upon QUEST, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this Agreement so as to release the CITY from any obligation specified in Section 5 of this Agreement to reimburse costs incurred by QUEST prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this Agreement required by changes in state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

SECTION 14. SUSPENSION

A. Notwithstanding the provisions of Chapter 2251 of the Texas Government Code, in the event QUEST fails to comply with the terms of any contract with the CITY, the CITY shall provide QUEST with written notification as to the nature of the non-compliance. The CITY shall grant QUEST a sixty (60) day period from the date of the CITY's written notification to cure any issue of non-compliance

under such contract. Should QUEST fail to cure any default within this period of time, the CITY may, upon written Notice of Suspension to QUEST, suspend this Agreement in whole or in part and withhold further payments to QUEST, and prohibit QUEST from incurring additional obligations of funds under this Agreement. Such Notice of Suspension shall include: (1) the reasons for such suspension; (2) the effective date of such suspension; and, (3) in the case of partial suspension, the portion of the Agreement to be suspended.

B. In the case of default for causes beyond QUEST's reasonable control, which cannot with due diligence be cured within such sixty (60) day period, the CITY may, in its sole discretion, extend the cure period provided that QUEST shall: (1) immediately upon receipt of Notice of Suspension advise the CITY of QUEST's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. A suspension under this Section 14 may be lifted only at the sole discretion of the CITY upon a showing of compliance with or written waiver by the CITY of the term(s) in question.

D. With the exception of payment for work in progress or materials ordered prior to receiving a Notice of Suspension, the CITY shall not be liable to QUEST or to QUEST's creditors for costs incurred during any term of suspension of this Agreement.

SECTION 15. TERMINATION

A. The CITY shall have the right to terminate this Agreement for non-compliance, in whole or in part, at any time whenever the CITY determines that QUEST has failed to comply with any material term of any contract with the CITY. The CITY will provide QUEST with written notification as to the nature of the non-compliance, and grant QUEST a sixty (60) day period from the date of the CITY's written notification to cure any issue of non-compliance under such contract. Should QUEST fail to cure any default within this period of time, the CITY may, upon issuance to QUEST of a written Notice of Termination, terminate this Agreement in whole or in part and withhold further payments to QUEST, and prohibit QUEST from incurring additional obligations of funds under this Agreement. Such notification shall include: (1) the reasons for such termination; (2) the effective date of such termination; and, (3) in the case of partial termination, the portion of the Agreement to be terminated.

B. In the case of default for causes beyond QUEST's reasonable control, which cannot with due diligence be cured within such sixty (60) day period, the CITY may, in its sole discretion, extend the cure period provided that QUEST shall: (1) immediately upon receipt of Notice of Termination advise the CITY of QUEST's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. Except as provided in Section 15(A), awards may be terminated in whole or in part only as follows:

1. By the CITY (with the consent of QUEST) in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

2. By QUEST upon written notification to the CITY, setting forth the reasons of such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the CITY determines in its

sole discretion that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety under Section 15(A).

D. Upon receipt of Notice of Termination for non-compliance under Section 15(A), QUEST shall, to the extent possible under its other contractual obligations, cancel, withdraw or otherwise terminate any outstanding obligations related to the performance of this Agreement or the part of this Agreement to be terminated and shall cease to incur costs thereunder. Any other work or materials under or part of this Agreement shall be terminated and the CITY will not be liable to QUEST or to QUEST's creditors for any costs incurred subsequent to receipt of a Notice to Terminate.

E. Notwithstanding any exercise by the CITY of its right of suspension under Section 14 of this Agreement, or of early termination pursuant to this Section 15, QUEST shall not be relieved of any liability to the CITY for damages due to the CITY by virtue of any breach by QUEST of any contract with the CITY. The CITY may withhold payments to QUEST until such time as the exact amount of damages due to the CITY from QUEST is agreed upon or is otherwise determined.

SECTION 16. SPECIAL CONDITIONS AND TERMS

QUEST, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers during the Term of this Agreement. If QUEST is convicted of a violation under 8 U.S.C. Section 1324a (f), then QUEST shall repay CITY the amounts granted by this Agreement for the tax year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within 120 business days after the date QUEST is notified by CITY of such violation. CITY, in its sole discretion, may extend the period for repayment herein. Additionally, QUEST shall pay interest on the amounts due to CITY at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, from the date of such violation notice until paid.

SECTION 17. SUBCONTRACTS

A. QUEST shall ensure that the performance rendered under all subcontracts complies with all terms and provisions of this Agreement as if such performance were rendered by QUEST. As between QUEST and the CITY only and not as to any third parties, QUEST shall bear full responsibility for performance by all subcontractors if any are employed under this Agreement.

B. QUEST, in subcontracting any of the performances hereunder, expressly understands that in entering into such subcontracts, the CITY is in no way liable to QUEST's subcontractor(s).

C. QUEST assures and shall obtain assurances from all of its subcontractors where applicable that no person shall, on the grounds of race, creed, color, disability, national origin, sex or religion, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement.

SECTION 18. DEBARMENT

By signing this Agreement, QUEST certifies that it will not award any funds provided under this Agreement to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in assistance programs.

SECTION 19. RIGHTS UPON DEFAULT

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any contract between QUEST and the CITY or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 20. NON-ASSIGNMENT

This Agreement is not assignable, except by operation of law (e.g., if QUEST is aquired by or merges with another entity). Notwithstanding any attempt to assign the Agreement, QUEST shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions herein. QUEST shall be held responsible for all funds received under this Agreement.

SECTION 21. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 22. AUTHORIZED RELIEF FROM PERFORMANCE *(Force Majeure)*

The CITY may grant relief from performance of the Agreement if QUEST is prevented from compliance and performance by an act of war, order of legal authority, act of God, civil unrest or disturbance, severe weather or other unavoidable cause not attributed to the fault or negligence of QUEST. The burden of proof for the need for such relief shall rest upon QUEST. To obtain release based upon *force majeure*, QUEST must file a written request with the CITY.

SECTION 23. SURVIVAL OF CERTAIN CONTRACT PROVISIONS

The following provisions of the Agreement, concerning QUEST's obligations, shall survive the termination of the Agreement after completion of the Project:

A. Section 6 (Records Retention and Accessibility of Records)

Signatures appear on next page.

WITNESS OUR HANDS, EFFECTIVE as of _____ ____, 2013:

Accepted and executed in triplicate originals on behalf of the City of San Antonio pursuant to Ordinance No. 2013-09-__- _____, dated September __, 2013, and Project Quest pursuant to the authority of its _____ .

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

_____
Sheryl L. Sculley
CITY MANAGER

PROJECT QUEST, INC.
a non-profit organization

_____
Name:
Title:

ATTEST:

_____
Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

_____
Michael D. Bernard
CITY ATTORNEY

STATE OF TEXAS §
§ FUNDING AGREEMENT OF THE
COUNTY OF BEXAR § CITY OF SAN ANTONIO

This Funding Agreement of the City of San Antonio (this "Agreement") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "City"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated September 12, 2013, and Brooks Development Authority (hereinafter referred to as "Grantee"), a political subdivision of the State of Texas, acting by and through its officers, hereto duly authorized.

WHEREAS, City adopted its FY2014-2019 Capital Budget on September 12, 2013 and approved funding of a project titled "Brooks City Base" defined as infrastructure improvements to facilitate future development at Brooks City Base; and

WHEREAS, the City has identified Grantee as the appropriate party to contract with for the fulfillment of the public purpose identified in the official bond brochure in accordance with all applicable laws of public funding and the authorizing instruments for the public funding; and

NOW THEREFORE, 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. TERM

1.01 The term of this Agreement shall commence upon execution of the Agreement by the City Manager or designee and continue for twenty-five (25) years.

1.02 If the funding for the entire term of this 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 the City's budget periods.

II. GENERAL RESPONSIBILITIES OF GRANTEE

2.01 Provided Grantee receives the funding described in this Agreement, Grantee hereby accepts full responsibility for the performance of all services and activities described in this Agreement to complete the construction of the Project by _____, 20___. The project shall include the (design/construction or construction of major renovations and improvements to the _____ _("Project").

2.02 Current budget estimates of the Project are $____. Grantee shall provide all necessary funding for the Project beyond the City's commitment contained herein and provide evidence to City that all Project funds have been secured. In the event the scope of the project is adjusted downward, the City shall have the option of adjusting its commitment downward accordingly.

2.03 Unless written notification by Grantee to the contrary is received and approved by City, Grantee's _____ shall be Grantee designated representative responsible for the management of this Agreement.

2.04 The Director of the Capital Improvements Management Services ("CIMS") or his designee shall be responsible for the administration of this Agreement on behalf of City until the completion of the Project; thereafter, the Director of the Economic Development Department or his designee shall be responsible for the administration of this Agreement on behalf of City.

2.05 Communications between City and Grantee shall be directed to the designated representatives of each as set forth in paragraphs numbered 2.03 and 2.04 hereinabove.

2.06 Grantee shall provide to City their plans and specifications for the Project ("Plans") and such Plans shall be subject to the review and approval of City, acting in its capacity as grantor under this Agreement. After approval by City, Grantee shall not make any substantial changes to the Plans without the prior written approval of City. The approvals given in this Section do not relieve Grantee of the burden of obtaining all necessary governmental approvals, including those provided by City through its relevant development departments and relevant boards and commissions including the Historic and Design Review Commission, and the State of Texas Commission on Environmental Quality (Article 9102).

2.07 Grantee shall submit all future changes to the CIMS Director or his designee for review and approval to ensure their compatibility with the Plans.

2.08 City shall have authority to inspect the Project throughout the construction process to ensure compliance with the Plans. Grantee shall cause its design professional to provide periodic certifications of construction certifying that construction has been conducted in compliance with the Plans. Grantee shall submit said certification to the CIMS Director or his designee at the completion of the Project construction. City shall have the right to withhold funding until such certifications are provided.

2.09 Beginning on January 31, 2014, and on each succeeding January 31 throughout the term of the Agreement, Grantee shall provide to City an annual report ("Annual Report"). The Annual Report shall include the following:

2.09.1 Description of all activities that occurred during the previous calendar year that were available to the general public, including activity dates, estimated attendance, days and hours that the Project

improvements are open to the general public, and the rules and regulations for use.

2.09.2 Evidence of insurance coverages, with City as additional insured, as outlined in Section 12 below.

2.09.3 Description of all maintenance activities, including routine, capital, and any deferred maintenance, for the previous calendar year and planned maintenance activities for the upcoming calendar year.

2.10 Grantee hereby accepts full responsibility for the performance of all services and activities described in this Agreement to complete the design and construction of the Project not later than five (5) years from the date of execution of this Contract.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.01 Grantee warrants and represents that it will comply with all Federal, State and Local laws and regulations and will use all reasonable efforts to ensure said compliance by any and all contractors and subcontractors that may work on the Project.

3.02 To the extent applicable, Grantee agrees to abide by Chapters 252, and 271 of the Texas Local Government Code, and Chapters 2254 and 2267 of the Texas Government Code or other competitive contracting processes allowed for as express exceptions to these laws.

3.03 Plans must conform to Americans with Disabilities Act requirements and must be approved by the Texas Department of Licensing and Regulation before construction may begin. Inspections and final approval shall be the responsibility of Grantee.

3.04 **PREVAILING WAGE RATE AND LABOR STANDARD PROVISIONS**.

A. The requirements of Chapter 2258 of the Texas Government Code, entitled "Prevailing Wage Rates," shall apply to this agreement and the City-funded portion of the Project. Grantee agrees that its construction contractor will comply with City Ordinance No. 71312 and its successors such as Ordinance No. 2008-11-20-1045 and will require subcontractors to comply with City Ordinance 71312 and its successors such as Ordinance No. 2008-11-20-1045 and shall not accept affidavits.

B. In accordance with the provisions of Chapter 2258 and Ordinance No. 2008-11-20-1045, Grantee shall request upon advertisement of construction bids, and the City will provide Grantee with the appropriate wage determination which includes the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform the construction work. The Grantee is required, and shall require its construction contractor and all subcontractors to comply with each updated schedule of the general prevailing rates in effect at the time the Grantee calls for bids for construction of a given phase. The Grantee is further required to cause the latest prevailing wage determination decision to be included in bids and contracts with the Grantee's general contractor and all subcontractors for construction of each Phase. Grantee is responsible for and shall collect and monitor weekly certified payrolls and perform site visits to

ensure the prevailing wage is being paid to all workmen. City will audit certified payroll records as necessary in accordance with this Agreement.

C. Upon audit of the records and certified payrolls under this section, should the City or its auditors find any violations, the Grantee shall cause its Construction Contractor to forfeit as a penalty to the City $60.00 for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the Contractor or any subcontractor. The establishment of prevailing wage rates in accordance with Chapter 2258, Texas Government Code shall not be construed to relieve the Grantee from its obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed under this Agreement.

3.05 ENVIRONMENTAL

Construction shall be in accordance with the all state and federal environmental requirements including all City applicable construction and development regulations.

3.06 SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM
This could change if scope if known

The City of San Antonio **(CITY)**, through City Ordinance No. 2010-06-17-0531, and as amended, has adopted and implemented a Small Business Economic Development Advocacy ("SBEDA") Program. Information regarding the SBEDA Ordinance may be found on the City's Economic Development Department (EDD) website and is also available in hard copy form upon request to the **CITY**. **GRANTEE** understands and agrees that for portions of the PROJECTS undertaken by **GRANTEE** in the award of contracts, subcontracts and other opportunities for design, construction and operation of the PROJECTS, this Agreement shall be subject to the SBEDA Affirmative Procurement Initiative and goal as determined by the applicable SBEDA Goal Setting Committee. **IMMEDIATELY UPON THE DEVELOPMENT OF THE SCOPE OF WORK FOR DESIGN AND CONSTRUCTION AND PRIOR TO ISSUING BIDS OR SOLICITATIONS FOR ANY PRIME OR SUBCONTRACTORS, GRANTEE** shall submit a copy of the scope of work to EDD's Small Business Office (the "SBO"). The SBO shall submit information related to the completed scope of work to the Goal Setting Committee for determination regarding the applicability of an Affirmative Procurement Initiative (API), relative goal and required date for return of a Subcontractor/Supplier Utilization Plan (the "Plan"). The applied API, goal and Plan shall be attached to and become a binding part of this Agreement.

IV. OWNERSHIP, USE OPERATIONS

4.01 Grantee hereby acknowledges that it will construct the Project in a manner consistent with use by the general public. Grantee hereby agrees that the operating hours of the facility will facilitate frequent use by the general public and that the scheduling of use, rules and regulations, and other operational practices will not unreasonably limit access by the general public to use and enjoy the Project improvements. Further, Grantee shall not employ, nor allow

others to employ, discriminatory practices in the use of the Project improvements. Except for special events, no admission fees shall be charged to the general public for the use of the Project facility. Grantee hereby agrees that the programs and use described above will continue for the term of this Agreement.

4.02 Grantee shall be responsible for the operation of the Project facility and all associated costs will be the responsibility of Grantee.

4.03 The Project improvements shall be used for _____ during the entire term of the Bonds in connection therewith.

V. FUNDING AND ASSISTANCE BY CITY

5.01 City shall reimburse Grantee for all eligible expenses incurred hereunder. Notwithstanding any other provisions of this Agreement, the total of all payments and other obligations made or incurred by City hereunder shall not exceed the sum of $2,940,000.00, plus the sum of $60,000.00 that City shall retain for fiscal and project oversight, for total funding by City of $3,000,000.00.

5.02 City shall not be obligated nor liable under this Agreement to any party, other than Grantee and CIMS, for payment of any monies or provision of any goods or services.

5.03 Funding shall consist of reimbursements paid to Grantee for allowable costs of the Project, not to exceed $2,940,000.00, and $60,0000.00to be retained by the City.

5.04 *(If matching funds are being provided by Grantee, this section to be included)* It is further expressly understood and agreed by City and Grantee that the City's obligations under this Agreement are based on a minimum match of $_____ provided by Grantee and that City's obligation to pay the funds under this Agreement is limited to an amount equal to approximately ___% of the total budget of the Project, or a total of $_____, whichever is smaller. Failure to match City funds will result in the City limiting the amount of funds provided to Grantee under this Agreement. Additionally, it is expressly understood and agreed by City and Grantee that this Agreement in no way obligates City's General Fund monies or any other monies or credits of City.

VI. RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS BY GRANTEE

6.01 Grantee agrees to maintain readily identifiable records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Agreement. Grantee further agrees:

(A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and

(B) That Grantee's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

6.02 Grantee agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter "records") pertaining to activities pertinent to this Agreement for a minimum of four (4) years from the completion of the Projects. Records will be retained by Grantee in an electronic format and Grantee will forward the records to City at the end of the four year period.

6.03 Grantee shall maintain a numbered interest bearing account in an FDIC insured financial institution for the receipt and disbursement of all funds received pursuant to this Agreement and further agrees that all checks and withdrawals from such account shall have itemized documentation in support thereof pertaining to the use of City funds provided under this Agreement. All interest earned on funds in the account shall be applied to the allowable costs of construction of the Project in accordance with the provisions hereof.

6.04 City shall reimburse Grantee on a monthly basis upon receipt and approval of an invoice through the City's Project Reporting Information Management Exchange Link (COSA PRIME*link*)

6.05 All requests for reimbursement shall be submitted through the COSA PRIME*link*. Grantee shall sign a Business Level Agreement and ensure that all of its employees or representatives utilizing PRIME*link* sign and comply with an Individual User Agreement. Such requests for reimbursement shall be completed on PRIME*link* and/or utilizing forms and instructions approved by CIMS. Prior to the initial request for reimbursement, Grantee must submit a schedule of values for payment to be approved by CIMS, which approval shall not be unreasonably withheld, conditioned, or delayed. Any changes to the schedule of values once approved will be processed and approved as task orders through the portal.

6.06 Prior to reimbursement, City will have the right to inspect work completed to ensure conformance with the approved Plans. Invoices should include all supporting documentation that costs have been incurred, as required by City.

6.07 City agrees to provide Grantee written notice regarding any expenditure the City reasonably determines to be outside the permissible parameters of this Agreement. Said notice will provide Grantee thirty (30) days from receipt of said notice to cure the deficiency or refund to the City any sum of money paid by City to Grantee determined to:

(A) Have not been spent by Grantee strictly in accordance with the terms of this Agreement; or

(B) Not be supported by adequate documentation to fully justify the expenditure.

6.08 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in Section 6 as a result of any auditing or monitoring by City, Grantee shall refund such amount to City within thirty (30) working days of City's written request therefore wherein the amount disallowed or disapproved shall be specified.

VII. ALLOWABLE EXPENDITURES

7.01 Upon preparation of a construction plan and budget by Grantee, Grantee shall submit said budget to City for approval of any costs to be paid from funds received hereunder. Costs shall be considered allowable only if so approved in Grantee's construction budget, or otherwise approved in advance by City in writing, and incurred directly and specifically in the performance of and in compliance with this Agreement and with all city, state and federal laws; regulations and ordinances affecting Grantee's operations hereunder. Only the following categories of costs shall be considered allowable:

- Construction contract
- Construction contingencies
- *(other allowable expenses, such as design costs, to be added here)*

Expenditures of the funds provided under this Agreement shall only be allowed if incurred directly and specifically in the performance of and in compliance with this Agreement and all applicable city, state and federal laws, regulations and/or ordinances.

7.02 The following shall not be considered allowable costs under this Agreement:

- Personnel costs, salaries or wages paid directly by Grantee or other similarly affiliated organization
- Travel and travel-related expenses
- Costs or fees for consultant and/or professional services, except for those directly related to the projects
- Costs or fees associated with attendance at meetings, seminars, or conferences
- Costs or fees associated with regular maintenance and operation
- Fundraising
- Equipment and Furnishings, except for items of a capital nature which are being provided by Grantee's General Contractor and shown on the approved Plans and specifically approved by City.
- Advertising

7.03 Written requests for prior approval shall be Grantee's responsibility and shall be made thirty (30) days from date necessary to permit a thorough review by City. Procurements and/or purchases which must be approved pursuant to the terms of this Agreement shall be conducted entirely in accordance with all applicable terms, provisions and requirements hereof.

VIII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.01 Grantee further represents and warrants that:

(A) All information, data or reports heretofore or hereafter provided to City is, shall be, and shall remain complete and accurate as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to City.

(B) It is financially stable and capable of fulfilling its obligations under this Agreement and that Grantee shall provide City immediate written notice of any adverse material change in the financial condition of Grantee that may materially and adversely effect its obligations hereunder.

(C) No litigation or proceedings are presently pending or to Grantee's knowledge, threatened against Grantee.

(D) None of the provisions contained herein contravene or in any way conflict with the authority under which Grantee is doing business or with the provisions of any existing indenture or agreement of Grantee.

IX. ACCESSIBILITY OF RECORDS

9.01 At any time and as often as City may deem necessary, upon three (3) days written notice, Grantee shall make all of its records pertaining to this Agreement available to City or any of its authorized representatives, and shall permit City or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.

9.02 Grantee agrees and represents that it will cooperate with City, at no charge to the City, to satisfy, to the extent required by law, any and all requests for information received by City under the Texas Public Information Act or related laws pertaining to this Agreement.

X. MONITORING AND EVALUATION

10.01 Grantee agrees that City may carry out reasonable monitoring and evaluation activities so as to ensure compliance by Grantee with this Agreement, and Grantee shall provide reasonable access to City related to such activities, and with all other laws, regulations and ordinances related to the performance hereof.

XI. INDEMNITY

11.01 Grantee 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 Grantee's activities under this Agreement, including any acts or omissions of Grantee, any agent, officer, director, representative, employee, consultant or subcontractor of Grantee, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND 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 GOVRNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.02 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not indented to create or grant any rights, contractual or otherwise, to any other person or entity. Grantee shall advise the City in writing within 24 hours of any claim or demand against the City or Grantee known to Grantee related to or arising out of Grantee's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Grantee's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Grantee of any of its obligations under this paragraph.

XII. INSURANCE & BONDS

12.01 Prior to the commencement of any work under this Agreement, Grantee shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Capital Improvements Management Services (CIMS) Department, which shall be clearly labeled, "_____" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and 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 CIMS Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

12.02 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 whereupon City may incur increased risk.

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

TYPE	AMOUNTS
1. 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 Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. 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
* if applicable	

12.04 Grantee agrees to obtain all insurance coverages with minimum limits of not less than those limits delineated in Section 12.03 (Insurance table) from each vendor subcontracted by Grantee and provide a Certificate of Insurance and Endorsement that names the Grantee and the CITY as an additional insured.

12.05 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant 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. GRANTEE shall pay any costs incurred resulting from said changes.

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

12.06 GRANTEE 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 polices;

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

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

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

12.09 It is agreed that GRANTEE'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.

12.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

12.11 Grantee shall comply with Texas Government Code Chapter 2253 provisions regarding performance and payment bonds on certain Public Works contracts (copies of required bonds must be provided to City prior to the start of construction).

XIII. NONDISCRIMINATION

13.01 As a party to this contract, Grantee 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.

XIV. CONFLICT OF INTEREST

14.01 Grantee 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 Agreement. Grantee further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

14.02 Grantee 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.

14.03 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 Agreement shall:

(A) Participate in any decision relating to this Agreement 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;

(B) Have any direct or indirect interest in this Agreement or the proceeds thereof.

XV. POLITICAL ACTIVITY

15.01 None of the activities performed hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, 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.

XVI. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

16.01 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by Grantee, shall, upon receipt, become the property of City.

XVII. CONTRACTING

17.01 Any work or services contracted hereunder shall be contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by contractors with this Agreement shall be the responsibility of Grantee. Grantee is responsible to ensure that all local, state and federal permits and approvals required for the activities under this Agreement are obtained.

17.02 City shall in no event be obligated to any third party, including any sub-contractor of Grantee, for performance of or payment for work or services.

XVIII. CHANGES AND AMENDMENTS

18.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both City and Grantee under authority granted by formal action of the Parties' respective governing bodies.

18.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XIX. ASSIGNMENTS

19.01 Grantee shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of City. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XX. SEVERABILITY OF PROVISIONS

20.01 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.

XXI. NON-WAIVER OF PERFORMANCE

21.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall 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.

21.02 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

21.03 No representative or agent of City may waive the effect of the provisions of this Article without formal action from the City Council.

XXII. ENTIRE AGREEMENT

22.01 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the Parties.

XXIII. NOTICES

23.01 For purposes of this Agreement, all official communications and notices among 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 Capital Improvements Management
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
San Antonio, Texas 78283-3966

GRANTEE:
(*add address here*)

Notice of change of address by either Party must be made in writing and mailed to the other Party's last known address within five (5) business days of such change.

XXIV. PARTIES BOUND

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

XXV. RELATIONSHIP OF PARTIES

25.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XXVI. TEXAS LAW TO APPLY

26.01 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.

XXVII. GENDER

27.01 Words of any gender used in this Agreement 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.

XVIII. CAPTIONS

28.01 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.

XXIX. LEGAL AUTHORITY

29.01 Grantee represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

29.02 The signer of this Agreement for Grantee represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Grantee and to bind Grantee to all terms, performances and provisions herein contained.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the ___ day of _____, 2013.

CITY OF SAN ANTONIO
A municipal corporation

By: _____
Sheryl Sculley
City Manager

BROOKS DEVELOPMENT AUTHORITY__
a political subdivision of the State of Texas

By: _____

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

STATE OF TEXAS §
§ FUNDING AGREEMENT OF THE
COUNTY OF BEXAR § CITY OF SAN ANTONIO

This Funding Agreement of the City of San Antonio (this "Agreement") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "City"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated September 12, 2013, and Port Authority of San Antonio (hereinafter referred to as "Grantee"), a political subdivision of the State of Texas, acting by and through its officers, hereto duly authorized.

WHEREAS, City held adopted its FY2014-2019 Capital Budget on September 12, 2013 and approved funding of a project titled "Port Authority SA-North Airfield Site Clearance/Preparation" defined as project related to City's acceptance of streets at Port of San Antonio and costs related to bringing them into compliance; and

WHEREAS, the City has identified Grantee as the appropriate party to contract with for the fulfillment of the public purpose identified in the official bond brochure in accordance with all applicable laws of public funding and the authorizing instruments for the public funding; and

NOW THEREFORE, 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. TERM

1.01 The term of this Agreement shall commence upon execution of the Agreement by the City Manager or designee and continue for twenty-five (25) years.

1.02 If the funding for the entire term of this 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 the City's budget periods.

II. GENERAL RESPONSIBILITIES OF GRANTEE

2.01 Provided Grantee receives the funding described in this Agreement, Grantee hereby accepts full responsibility for the performance of all services and activities described in this Agreement to complete the construction of the Project by _____, 20___. The project shall include the (design/construction or construction of major renovations and improvements to the _____ _("Project").

2.02 Current budget estimates of the Project are $____. Grantee shall provide all necessary funding for the Project beyond the City's commitment contained herein and provide

evidence to City that all Project funds have been secured. In the event the scope of the project is adjusted downward, the City shall have the option of adjusting its commitment downward accordingly.

2.03 Unless written notification by Grantee to the contrary is received and approved by City, Grantee's _____ shall be Grantee designated representative responsible for the management of this Agreement.

2.04 The Director of the Capital Improvements Management Services ("CIMS") or his designee shall be responsible for the administration of this Agreement on behalf of City until the completion of the Project; thereafter, the Director of the Public Works Department or his designee shall be responsible for the administration of this Agreement on behalf of City.

2.05 Communications between City and Grantee shall be directed to the designated representatives of each as set forth in paragraphs numbered 2.03 and 2.04 hereinabove.

2.06 Grantee shall provide to City their plans and specifications for the Project ("Plans") and such Plans shall be subject to the review and approval of City, acting in its capacity as grantor under this Agreement. After approval by City, Grantee shall not make any substantial changes to the Plans without the prior written approval of City. The approvals given in this Section do not relieve Grantee of the burden of obtaining all necessary governmental approvals, including those provided by City through its relevant development departments and relevant boards and commissions including the Historic and Design Review Commission, and the State of Texas Commission on Environmental Quality (Article 9102).

2.07 Grantee shall submit all future changes to the CIMS Director or his designee for review and approval to ensure their compatibility with the Plans.

2.08 City shall have authority to inspect the Project throughout the construction process to ensure compliance with the Plans. Grantee shall cause its design professional to provide periodic certifications of construction certifying that construction has been conducted in compliance with the Plans. Grantee shall submit said certification to the CIMS Director or his designee at the completion of the Project construction. City shall have the right to withhold funding until such certifications are provided.

2.09 Beginning on January 31, 2014, and on each succeeding January 31 throughout the term of the Agreement, Grantee shall provide to City an annual report ("Annual Report"). The Annual Report shall include the following:

2.09.1 Description of all activities that occurred during the previous calendar year that were available to the general public, including activity dates, estimated attendance, days and hours that the Project improvements are open to the general public, and the rules and regulations for use.

2.09.2 Evidence of insurance coverages, with City as additional insured, as outlined in Section 12 below.

2.09.3 Description of all maintenance activities, including routine, capital, and any deferred maintenance, for the previous calendar year and planned maintenance activities for the upcoming calendar year.

2.10 Grantee hereby accepts full responsibility for the performance of all services and activities described in this Agreement to complete the design and construction of the Project not later than five (5) years from the date of execution of this Contract.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.01 Grantee warrants and represents that it will comply with all Federal, State and Local laws and regulations and will use all reasonable efforts to ensure said compliance by any and all contractors and subcontractors that may work on the Project.

3.02 To the extent applicable, Grantee agrees to abide by Chapters 252, and 271 of the Texas Local Government Code, and Chapters 2254 and 2267 of the Texas Government Code or other competitive contracting processes allowed for as express exceptions to these laws.

3.03 Plans must conform to Americans with Disabilities Act requirements and must be approved by the Texas Department of Licensing and Regulation before construction may begin. Inspections and final approval shall be the responsibility of Grantee.

3.04 PREVAILING WAGE RATE AND LABOR STANDARD PROVISIONS.

A. The requirements of Chapter 2258 of the Texas Government Code, entitled "Prevailing Wage Rates," shall apply to this agreement and the City-funded portion of the Project. Grantee agrees that its construction contractor will comply with City Ordinance No. 71312 and its successors such as Ordinance No. 2008-11-20-1045 and will require subcontractors to comply with City Ordinance 71312 and its successors such as Ordinance No. 2008-11-20-1045 and shall not accept affidavits.

B. In accordance with the provisions of Chapter 2258 and Ordinance No. 2008-11-20-1045, Grantee shall request upon advertisement of construction bids, and the City will provide Grantee with the appropriate wage determination which includes the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform the construction work. The Grantee is required, and shall require its construction contractor and all subcontractors to comply with each updated schedule of the general prevailing rates in effect at the time the Grantee calls for bids for construction of a given phase. The Grantee is further required to cause the latest prevailing wage determination decision to be included in bids and contracts with the Grantee's general contractor and all subcontractors for construction of each Phase. Grantee is responsible for and shall collect and monitor weekly certified payrolls and perform site visits to ensure the prevailing wage is being paid to all workmen. City will audit certified payroll records as necessary in accordance with this Agreement.

C. Upon audit of the records and certified payrolls under this section, should the City or its auditors find any violations, the Grantee shall cause its Construction Contractor to forfeit as a

penalty to the City $60.00 for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the Contractor or any subcontractor. The establishment of prevailing wage rates in accordance with Chapter 2258, Texas Government Code shall not be construed to relieve the Grantee from its obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed under this Agreement.

3.05 ENVIRONMENTAL

Construction shall be in accordance with the all state and federal environmental requirements including all City applicable construction and development regulations.

3.06 SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM
This could change if scope if known

The City of San Antonio **(CITY)**, through City Ordinance No. 2010-06-17-0531, and as amended, has adopted and implemented a Small Business Economic Development Advocacy ("SBEDA") Program. Information regarding the SBEDA Ordinance may be found on the City's Economic Development Department (EDD) website and is also available in hard copy form upon request to the **CITY**. **GRANTEE** understands and agrees that for portions of the PROJECTS undertaken by **GRANTEE** in the award of contracts, subcontracts and other opportunities for design, construction and operation of the PROJECTS, this Agreement shall be subject to the SBEDA Affirmative Procurement Initiative and goal as determined by the applicable SBEDA Goal Setting Committee. **IMMEDIATELY UPON THE DEVELOPMENT OF THE SCOPE OF WORK FOR DESIGN AND CONSTRUCTION AND PRIOR TO ISSUING BIDS OR SOLICITATIONS FOR ANY PRIME OR SUBCONTRACTORS, GRANTEE** shall submit a copy of the scope of work to EDD's Small Business Office (the "SBO"). The SBO shall submit information related to the completed scope of work to the Goal Setting Committee for determination regarding the applicability of an Affirmative Procurement Initiative (API), relative goal and required date for return of a Subcontractor/Supplier Utilization Plan (the "Plan"). The applied API, goal and Plan shall be attached to and become a binding part of this Agreement.

IV. OWNERSHIP, USE OPERATIONS

4.01 Grantee hereby acknowledges that it will construct the Project in a manner consistent with use by the general public. Grantee hereby agrees that the operating hours of the facility will facilitate frequent use by the general public and that the scheduling of use, rules and regulations, and other operational practices will not unreasonably limit access by the general public to use and enjoy the Project improvements. Further, Grantee shall not employ, nor allow others to employ, discriminatory practices in the use of the Project improvements. Except for special events, no admission fees shall be charged to the general public for the use of the Project facility. Grantee hereby agrees that the programs and use described above will continue for the term of this Agreement.

4.02 Grantee shall be responsible for the operation of the Project facility and all associated costs will be the responsibility of Grantee.

4.03 The Project improvements shall be used for _____ during the entire term of the Bonds in connection therewith.

V. FUNDING AND ASSISTANCE BY CITY

5.01 City shall reimburse Grantee for all eligible expenses incurred hereunder. Notwithstanding any other provisions of this Agreement, the total of all payments and other obligations made or incurred by City hereunder shall not exceed the sum of $3,515,000.00, plus the sum of $185,000.00 that City shall retain for fiscal and project oversight, for total funding by City of $3,700,000.00.

5.02 City shall not be obligated nor liable under this Agreement to any party, other than Grantee and CIMS, for payment of any monies or provision of any goods or services.

5.03 Funding shall consist of reimbursements paid to Grantee for allowable costs of the Project, not to exceed $3,515,000.00, and $185,0000.00to be retained by the City.

5.04 *(If matching funds are being provided by Grantee, this section to be included)* It is further expressly understood and agreed by City and Grantee that the City's obligations under this Agreement are based on a minimum match of $_____ provided by Grantee and that City's obligation to pay the funds under this Agreement is limited to an amount equal to approximately ___% of the total budget of the Project, or a total of $_____, whichever is smaller. Failure to match City funds will result in the City limiting the amount of funds provided to Grantee under this Agreement. Additionally, it is expressly understood and agreed by City and Grantee that this Agreement in no way obligates City's General Fund monies or any other monies or credits of City.

VI. RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS BY GRANTEE

6.01 Grantee agrees to maintain readily identifiable records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Agreement. Grantee further agrees:

(A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and

(B) That Grantee's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

6.02 Grantee agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter "records") pertaining to activities pertinent to this Agreement for a minimum of four (4) years from the completion of the Projects. Records will be retained by Grantee in an electronic format and Grantee will forward the records to City at the end of the four year period.

6.03 Grantee shall maintain a numbered interest bearing account in an FDIC insured financial institution for the receipt and disbursement of all funds received pursuant to this Agreement and further agrees that all checks and withdrawals from such account shall have itemized documentation in support thereof pertaining to the use of City funds provided under this Agreement. All interest earned on funds in the account shall be applied to the allowable costs of construction of the Project in accordance with the provisions hereof.

6.04 City shall reimburse Grantee on a monthly basis upon receipt and approval of an invoice through the City's Project Reporting Information Management Exchange Link (COSA PRIME*link*)

6.05 All requests for reimbursement shall be submitted through the COSA PRIME*link*. Grantee shall sign a Business Level Agreement and ensure that all of its employees or representatives utilizing PRIME*link* sign and comply with an Individual User Agreement. Such requests for reimbursement shall be completed on PRIME*link* and/or utilizing forms and instructions approved by CIMS. Prior to the initial request for reimbursement, Grantee must submit a schedule of values for payment to be approved by CIMS, which approval shall not be unreasonably withheld, conditioned, or delayed. Any changes to the schedule of values once approved will be processed and approved as task orders through the portal.

6.06 Prior to reimbursement, City will have the right to inspect work completed to ensure conformance with the approved Plans. Invoices should include all supporting documentation that costs have been incurred, as required by City.

6.07 City agrees to provide Grantee written notice regarding any expenditure the City reasonably determines to be outside the permissible parameters of this Agreement. Said notice will provide Grantee thirty (30) days from receipt of said notice to cure the deficiency or refund to the City any sum of money paid by City to Grantee determined to:

(A) Have not been spent by Grantee strictly in accordance with the terms of this Agreement; or

(B) Not be supported by adequate documentation to fully justify the expenditure.

6.08 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in Section 6 as a result of any auditing or monitoring by City, Grantee shall refund such amount to City within thirty (30) working days of City's written request therefore wherein the amount disallowed or disapproved shall be specified.

VII. ALLOWABLE EXPENDITURES

7.01 Upon preparation of a construction plan and budget by Grantee, Grantee shall submit said budget to City for approval of any costs to be paid from funds received hereunder. Costs shall be considered allowable only if so approved in Grantee's construction budget, or otherwise approved in advance by City in writing, and incurred directly and specifically in the performance of and in compliance with this Agreement and with all city, state and federal laws; regulations and ordinances affecting Grantee's operations hereunder. Only the following categories of costs shall be considered allowable:

- Construction contract
- Construction contingencies
- *(other allowable expenses, such as design costs, to be added here)*

Expenditures of the funds provided under this Agreement shall only be allowed if incurred directly and specifically in the performance of and in compliance with this Agreement and all applicable city, state and federal laws, regulations and/or ordinances.

7.02 The following shall not be considered allowable costs under this Agreement:

- Personnel costs, salaries or wages paid directly by Grantee or other similarly affiliated organization
- Travel and travel-related expenses
- Costs or fees for consultant and/or professional services, except for those directly related to the projects
- Costs or fees associated with attendance at meetings, seminars, or conferences
- Costs or fees associated with regular maintenance and operation
- Fundraising
- Equipment and Furnishings, except for items of a capital nature which are being provided by Grantee's General Contractor and shown on the approved Plans and specifically approved by City.
- Advertising

7.03 Written requests for prior approval shall be Grantee's responsibility and shall be made thirty (30) days from date necessary to permit a thorough review by City. Procurements and/or purchases which must be approved pursuant to the terms of this Agreement shall be conducted entirely in accordance with all applicable terms, provisions and requirements hereof.

VIII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.01 Grantee further represents and warrants that:

(A) All information, data or reports heretofore or hereafter provided to City is, shall be, and shall remain complete and accurate as of the date shown on the

information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to City.

(B) It is financially stable and capable of fulfilling its obligations under this Agreement and that Grantee shall provide City immediate written notice of any adverse material change in the financial condition of Grantee that may materially and adversely effect its obligations hereunder.

(C) No litigation or proceedings are presently pending or to Grantee's knowledge, threatened against Grantee.

(D) None of the provisions contained herein contravene or in any way conflict with the authority under which Grantee is doing business or with the provisions of any existing indenture or agreement of Grantee.

IX. ACCESSIBILITY OF RECORDS

9.01 At any time and as often as City may deem necessary, upon three (3) days written notice, Grantee shall make all of its records pertaining to this Agreement available to City or any of its authorized representatives, and shall permit City or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.

9.02 Grantee agrees and represents that it will cooperate with City, at no charge to the City, to satisfy, to the extent required by law, any and all requests for information received by City under the Texas Public Information Act or related laws pertaining to this Agreement.

X. MONITORING AND EVALUATION

10.01 Grantee agrees that City may carry out reasonable monitoring and evaluation activities so as to ensure compliance by Grantee with this Agreement, and Grantee shall provide reasonable access to City related to such activities, and with all other laws, regulations and ordinances related to the performance hereof.

XI. INDEMNITY

11.01 Grantee 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 Grantee's activities under this Agreement, including any acts or omissions of Grantee, any agent, officer, director, representative, employee, consultant or subcontractor of Grantee, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in

this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND 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 GOVRNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.02 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not indented to create or grant any rights, contractual or otherwise, to any other person or entity. Grantee shall advise the City in writing within 24 hours of any claim or demand against the City or Grantee known to Grantee related to or arising out of Grantee's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Grantee's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Grantee of any of its obligations under this paragraph.

XII. INSURANCE & BONDS

12.01 Prior to the commencement of any work under this Agreement, Grantee shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Capital Improvements Management Services (CIMS) Department, which shall be clearly labeled, "_____" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and 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 CIMS Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

12.02 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 whereupon City may incur increased risk.

12.03 GRANTEE's financial integrity is of interest to the City; therefore, subject to GRANTEE's right to maintain reasonable deductibles in such amounts as are approved by the City, GRANTEE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at GRANTEE's sole expense, insurance coverage written

on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. 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 Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. 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
* if applicable	

12.04 Grantee agrees to obtain all insurance coverages with minimum limits of not less than those limits delineated in Section 12.03 (Insurance table) from each vendor subcontracted by Grantee and provide a Certificate of Insurance and Endorsement that names the Grantee and the CITY as an additional insured.

12.05 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant 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. GRANTEE shall pay any costs incurred resulting from said changes.

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

12.06 GRANTEE 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 polices;

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

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

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

12.09 It is agreed that GRANTEE'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.

12.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

12.11 Grantee shall comply with Texas Government Code Chapter 2253 provisions regarding performance and payment bonds on certain Public Works contracts (copies of required bonds must be provided to City prior to the start of construction).

XIII. NONDISCRIMINATION

13.01 As a party to this contract, Grantee 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.

XIV. CONFLICT OF INTEREST

14.01 Grantee 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 Agreement. Grantee further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

14.02 Grantee 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.

14.03 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 Agreement shall:

(A) Participate in any decision relating to this Agreement 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;

(B) Have any direct or indirect interest in this Agreement or the proceeds thereof.

XV. POLITICAL ACTIVITY

15.01 None of the activities performed hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, 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.

XVI. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

16.01 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by Grantee, shall, upon receipt, become the property of City.

XVII. CONTRACTING

17.01 Any work or services contracted hereunder shall be contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by contractors with this Agreement shall be the responsibility of Grantee. Grantee is responsible to ensure that all local, state and federal permits and approvals required for the activities under this Agreement are obtained.

17.02 City shall in no event be obligated to any third party, including any sub-contractor of Grantee, for performance of or payment for work or services.

XVIII. CHANGES AND AMENDMENTS

18.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both City and Grantee under authority granted by formal action of the Parties' respective governing bodies.

18.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XIX. ASSIGNMENTS

19.01 Grantee shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of City. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XX. SEVERABILITY OF PROVISIONS

20.01 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.

XXI. NON-WAIVER OF PERFORMANCE

21.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall 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.

21.02 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

21.03 No representative or agent of City may waive the effect of the provisions of this Article without formal action from the City Council.

XXII. ENTIRE AGREEMENT

22.01 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the Parties.

XXIII. NOTICES

23.01 For purposes of this Agreement, all official communications and notices among 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 Capital Improvements Management
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
San Antonio, Texas 78283-3966

GRANTEE:
(*add address here*)

Notice of change of address by either Party must be made in writing and mailed to the other Party's last known address within five (5) business days of such change.

XXIV. PARTIES BOUND

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

XXV. RELATIONSHIP OF PARTIES

25.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XXVI. TEXAS LAW TO APPLY

26.01 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.

XXVII. GENDER

27.01 Words of any gender used in this Agreement 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.

XVIII. CAPTIONS

28.01 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.

XXIX. LEGAL AUTHORITY

29.01 Grantee represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

29.02 The signer of this Agreement for Grantee represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Grantee and to bind Grantee to all terms, performances and provisions herein contained.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the ___ day of _____, 2013.

CITY OF SAN ANTONIO
A municipal corporation

By: _____
Sheryl Sculley
City Manager

PORT AUTHORITY OF SAN ANTONIO
a political subdivision of the State of Texas

By: _____

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

AGREEMENT TO USE FUNDS
of the City of San Antonio

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, pursuant to Ordinance No. 2013-09-12-____ passed and approved on September 12, 2013, and SA2020 (hereinafter referred to as SA2020, or Recipient) by and through its President and Chief Executive Officer, **WITNESSETH**:

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

WHEREAS, the City will provide funding to SA2020 to provide the aforementioned 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; **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 immediately upon execution and shall terminate on September 30, 2014.

2. 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 $100,000.00, for the collection, reporting and analysis of data, and the development of a new SA2020 Shared Database (Database).

   Recipient shall further ensure that the Database has the following attributes:

   a. Full-time online accessibility and password protection;
   b. Automatic integration of data from other databases (including those of identified SA2020 Lead Partners);
   c. Coordination and analysis functionality for indicators and volunteer data;
   d. Flexibility to include input of useful methodologies, notes and commentary;
   e. Ability to sort and label "vetted" data for use on the SA2020 website and in reporting to partners and other entities.

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 quarterly from the date that Recipient makes such expenditures. All requests for reimbursement shall be submitted to the City at the address provided in Section 12.

4. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices. Recipient further agrees to maintain records verifying the use of the equipment for public health support purposes for each year throughout the term of this Agreement. All of the above-described records shall be subject to audit by the City or its contracted auditor.

5. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.

6. In the event that Recipient fails to meet any of its obligations under this Agreement, 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.

7. 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.

8. **INSURANCE**
Recipient shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Recipient will attach a waiver of subrogation in favor of the City. Recipient shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Recipient.

9. **INDEMNITY**
Any and all of the employees of Recipient, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of Recipient 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 Recipient.

Recipient indemnifies, saves, and holds harmless the City against all claims, demands, actions or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any Workers' Compensation claim of whatsoever character arising herein.

10. Recipient 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.

11. 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:	Edward Benavides Chief of Staff, City Manager's Office City of San Antonio P.O. Box 839966 San Antonio, TX 78283-3966
Recipient:	Darryl Byrd President & CEO SA2020 112 E. Pecan, Suite 1100 San Antonio, TX 78205

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.

13. 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.

14. 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.

15. 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 _____, 2013.

CITY OF SAN ANTONIO **SA2020**

By: _____ By: _____

APPROVED AS TO FORM:

_____
City Attorney

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. 2013-09-12-0627, passed and approved on September 12, 2013, and the San Antonio Public Library Foundation (hereinafter referred to as Recipient) by and through its Executive Director, **WITNESSETH**:

WHEREAS, City of San Antonio has identified funds in the annual capital and operating budget for Fiscal Year 2012-2013for support of the second annual Book Festival event in San Antonio; and

WHEREAS, City Council hereby finds that such expenditure serves a municipal public purpose of promoting the welfare of the community by advancing literacy through access to literature and authors; **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 immediately upon execution and shall terminate on April 30, 2014.

2. 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 $50,000.00, for all eligible expenses incurred in organizing the second annual Book Festival in San Antonio.

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 no later than thirty (30) days from the date that Recipient makes such expenditures. All requests for reimbursement shall be submitted to the Department of Human Services at the address provided in Section 12.

4. 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.

5. 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."

6. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.

7. 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.

8. 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.

9. **INSURANCE:** Recipient shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Recipient will attach a waiver of subrogation in favor of the City. Recipient shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Recipient.

10. **INDEMNITY: 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 AGREEMENT, 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 AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT 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 AGREEMENT.

11. As a party to this Agreement, Recipient 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.

12. 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 San Antonio Public Library Foundation 625 Shook Avenue San Antonio, Texas 78212

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.

13. 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.

14. 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.

15. 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 _____, 2013.

CITY OF SAN ANTONIO

By: _____
Melody Woosley
Interim Director

SAN ANTONIO PUBLIC LIBRARY FOUNDATION

By: _____
Tracey Bennett
Executive Director

APPROVED AS TO FORM:

_____
City Attorney

PROFESSIONAL SERVICES CONTRACT

PROJECT: SAN ANTONIO HOUSING TRUST
ADMINISTRATION AND STAFFING

****

This CONTRACT is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager, or Assistant City Manager, pursuant to Ordinance No. _____, dated _____, 2013, and the San Antonio Housing Trust Foundation, Inc., (hereinafter referred to as "CONTRACTOR"), a Texas non-profit corporation, acting by and through its Executive Director hereto duly authorized.

WHEREAS, CITY has dedicated certain funds to the City of San Antonio Housing Trust for the promotion of affordable housing projects and programs; and

WHEREAS, the City Council and the San Antonio Housing Trust Board of Trustees have approved the disbursement of such funds for specific affordable housing projects or program sponsors; and

WHEREAS, the City Manager, or her designated representative, will be responsible for the fiscal and program monitoring and evaluation of the program as contained in the program statement and program budgets appended as Exhibits "A," "B" and "C" respectively to this performance CONTRACT and incorporated herein for all purposes; and

WHEREAS, the CITY wishes to engage the CONTRACTOR to carry out the described program; **NOW THEREFORE:**

FOR VALUABLE CONSIDERATION, 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. GENERAL PROVISIONS

1.1 The CONTRACTOR is an organization, incorporated under the Texas Non-Profit Corporation Act, governed by an autonomous governing body that meets officially at least four times per year.

1.2 The CONTRACTOR hereby represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this CONTRACT and to perform the responsibilities herein required.

1.3 The CONTRACTOR understands that the funds provided pursuant to this CONTRACT are funds that have been made available through the City of San Antonio Housing Trust and will comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the CITY. The CONTRACTOR agrees to abide by any future amendments or additions to such rules and regulations as they may be promulgated by the CITY or the City of San Antonio Housing Trust Board of Trustees.

1.4 The signer of this CONTRACT for CONTRACTOR represents, warrants, assures and guarantees that he or she has the full legal authority to execute this CONTRACT on behalf of CONTRACTOR and to bind CONTRACTOR to all terms, performances and provisions herein contained.

1.5 In the event a dispute arises as to the legal authority to enter into this CONTRACT of either the CONTRACTOR or the person signing on behalf of the CONTRACTOR, the CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this CONTRACT. Should CITY suspend or permanently terminate this CONTRACT pursuant to this paragraph, the CONTRACTOR shall be liable to CITY for any money it has received from CITY hereunder.

1.6 CONTRACTOR and CITY agree that CONTRACTOR is an independent contractor. Neither has authority to bind the other or hold out to third parties that it has the authority to bind the other.

1.7 CONTRACTOR understands and agrees that this CONTRACT is subject to mutual termination. Either party may terminate this CONTRACT by giving the other party not less than thirty days written notice. The notice must specify the effective date of termination; that date must not be sooner than the end of thirty days following the day such notice is sent.

1.8 CONTRACTOR understands and agrees that this CONTRACT may be revised and updated by the CITY. Therefore, CONTRACTOR agrees that, at such time as any revisions are adopted through City Council action during the Contract period, this CONTRACT will be amended to include such revision and CONTRACTOR shall be bound by such revisions and amendments; provided, however, that in the event CONTRACTOR does not agree to any change, CONTRACTOR has the option of terminating this CONTRACT by giving thirty days written notice to the CITY. CONTRACTOR has the right to exercise such option within thirty days of receipt of notice of any such revision. Upon failure by CONTRACTOR to exercise such option at the expiration of thirty (30) days, CONTRACTOR will be deemed to have waived such option.

1.9 CITY will not be liable for any expense of CONTRACTOR in its performance of this CONTRACT. Directors, officers, employees or agents of CONTRACTOR will not be deemed officers, employees or agents of CITY.

1.10 If CONTRACTOR fails to fulfill in a timely and proper manner the obligations under this CONTRACT, or violates any of the covenants, agreements, guarantees or stipulations of this CONTRACT, or if CONTRACTOR violates any rule, regulation or law to which CONTRACTOR is bound or shall be bound under the terms of this CONTRACT, CITY will have the right to terminate this CONTRACT by sending written notice to CONTRACTOR of

such termination and specifying the effective date thereof; that date must not be sooner than the end of thirty (30) days following the date such notice is sent.

Previous breach of any of the terms or conditions of this CONTRACT will not constitute a waiver of same or preclude CITY's termination right for successive breach of the same condition.

Notwithstanding any other remedy contained herein or provided by law, and without limiting or waiving any rights and remedies it may otherwise have, CITY may at its sole option, delay, suspend, limit, or cancel funds, rights and privileges herein given CONTRACTOR for failure to timely and properly comply with the letter or spirit of this CONTRACT. CITY may, at its sole option, place CONTRACTOR on probation, or suspension during which time CITY may, at its sole option, withhold reimbursements in cases where CITY determines that CONTRACTOR is not in compliance with this CONTRACT. The period of such probation or suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed ninety (90) calendar days. Upon expiration of the probation or suspension period:

(A) Should CITY determine that the default or deficiency has been cured, CONTRACTOR may, at CITY's sole option, be restored to full compliance status and paid all eligible reimbursements withheld during such probation or suspension period; or

(B) Should CITY determine continued non-compliance, the termination provisions herein may, at CITY's sole option, be effectuated.

In addition to the above provisions, CITY has the right to unilaterally terminate this CONTRACT at any time upon a finding by ordinance that the CONTRACTOR's activities, programs, or operations are no longer in the best interest of CITY or its citizens. Adequate provisions must be made for CONTRACTOR to be heard by the City Council of San Antonio prior to voting on such an ordinance. The effective date of the termination must be set in the ordinance.

1.11 It is expressly understood by CONTRACTOR that this CONTRACT in no way obligates CITY's general fund monies or any other monies or credits of CITY other than that specifically referred to in the Program Statement, affixed hereto and incorporated herein for all purposes as "Exhibit A."

1.12 The term of this agreement begins October 1, 2013, or when the approved program statement and program budget are received by the CITY's Department of Planning and Community Development, whichever occurs later, and will, subject to and upon an annual review and approval by CITY concurrent with the beginning date of its fiscal year, automatically renew itself on an annual basis, subject to annual City Council approval, unless earlier termination shall occur pursuant to any of the provisions hereof; provided, however, that if said annual review and approval does not take place to allow a yearly program statement and program budget to be approved concurrently with each fiscal year, than in such event, this CONTRACT will be continued on a month-to-month basis until such time as CITY completes its review.

1.13 CONTRACTOR must establish and use internal fiscal and program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse.

1.14 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement 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 CONTRACTOR or CITY.

1.15 CONTRACTOR shall not use funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program without prior written approval by CITY.

1.16 CONTRACTOR shall use the funds provided to it under the terms of this CONTRACT exclusively for the purpose and in the manner, conditions and terms as provided in this CONTRACT and in accordance with the program statement and program Budget. Any modification of the use of funds proposed by CONTRACTOR will require prior written approval of the City Manager, or her designated representative.

1.17 CONTRACTOR is required to publicly acknowledge that this program is supported by CITY as directed by the City Manager, or her designated representative.

1.18 The Deputy City Manager, Assistant City Managers, or Assistants to the City Manager and the Director of the Department of Planning and Community Development are hereby designated and authorized as representatives of the City Manager for the purpose of administration, monitoring and communication of this CONTRACT.

II. CONTRACT PRICING AND BILLING

2.1 Notwithstanding any other provision of this CONTRACT, the total of all payments and other obligations made and incurred by CITY hereunder shall not exceed the sum of One Hundred Ninety Five Thousand Eight Hundred Ninety and No/100 Dollars ($195,890.00).

2.2 CONTRACTOR agrees that payment shall be reimbursed based on documented completion of the tasks so long as (a) payment does not exceed the actual cost of work completed; and (b) expenses are documented at the time the billing is submitted.

2.3 CONTRACTOR agrees that all CONTRACTOR labor, supervision of work, report reproduction, typing, travel, insurance, communication, computer access, materials, supplies, subcontractor costs, and all other CONTRACTOR expenses necessary to complete this CONTRACT shall be borne at CONTRACTOR's sole cost and expense.

2.4 CONTRACTOR understands and agrees that the source of funding for payment pursuant to this CONTRACT is City's Housing Trust Corpus, and all payments to CONTRACTOR must be rendered on an actual cost incurred, reimbursable basis in conformance with CITY regulations; requests for advances, prepayments and/or retainer fees are ineligible for payment and cannot be honored or processed by CITY.

2.5 CONTRACTOR shall submit all billings to the Department of Planning and Community Development for approval and processing.

2.6 Upon receipt of an approval by CITY of CONTRACTOR's billing package, CITY agrees to pay CONTRACTOR an amount equal to CITY's liabilities not previously billed to and subsequently paid by CITY, subject to deduction for any costs questioned or not allowable.

2.7 CITY warrants and represents that it has complied with all procedures necessary to retain CONTRACTOR for the services described herein and to reimburse CONTRACTOR for services rendered pursuant hereto.

III. PROGRAM MANAGEMENT

3.1 CONTRACTOR, in accordance and compliance with the terms, provisions and requirements of this CONTRACT, shall provide, oversee, administer and carry out all activities and services set out in the Program Statement, affixed hereto as "Exhibit A," in a satisfactory and efficient manner as determined by CITY. The CONTRACT is not considered complete or in compliance until such time as the approved, signed, and dated Program Statement is attached.

3.2 CONTRACTOR agrees to maintain records that will provide accurate, current, separate and complete disclosure of the status of any funds received pursuant to this CONTRACT. CONTRACTOR further agrees that:

(A) Maintenance of said records shall be in compliance with all terms, provisions and requirements of this CONTRACT and with all applicable federal and state regulations establishing standards for financial management; and

(B) CONTRACTOR's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

3.3 CITY's Director of the Department of Planning and Community Development, or his authorized representative, is assigned monitoring, fiscal control, and evaluation of CONTRACTOR's performance and operations under this CONTRACT. CONTRACTOR will provide CITY staff, including auditors, EEO officers and CITY-designated representatives, such as independent public accountants and representatives of the federal government, access during regular business hours, as often as CITY deems necessary for the purpose of audit, monitoring, evaluation, coordination and investigation, to any and all CONTRACTOR's books, records and files on the programs covered by this CONTRACT and such other programs administered by CONTRACTOR with funds from any other sources, and to any and all books, records and files pertaining to CONTRACTOR's proprietary, agency or trust funds as CITY may need and request. CITY shall have the authority to make excerpts, transcripts or copies from all such books, records and files, including all contracts, invoices, materials and other data relating to all matters covered by this CONTRACT.

(A) All such records must continue to be available for inspection and audit for a period of three years after the termination date hereof or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time.

(B) CONTRACTOR agrees that during the term of this CONTRACT, any duly authorized representative of CITY may conduct on-site inspections at reasonable times, and to interview personnel and clients, for the purpose of evaluating and monitoring CONTRACTOR's operations for compliance with this CONTRACT.

(C) The submission of falsified information or the failure to submit information as requested by CITY is grounds for termination of this CONTRACT.

(D) CONTRACTOR agrees to provide CITY with the names and license registration of any contracting agency employees regulated by State law whose activities contribute towards, facilitate or coordinate the performance of this CONTRACT.

(E) Subject to the discretion of CITY, any of CITY's authorized or designated representatives shall have the right to be present at any and all of CONTRACTOR's staff meetings, advisory committee meetings, advisory board meetings, and board meetings.

3.4 CONTRACTOR is entitled to receive just and equitable compensation for any work satisfactorily completed prior to termination of this CONTRACT; provided, however, that such compensation shall be derived exclusively from and shall not exceed the amount of interest actually accrued on deposit of the funds to be transferred, in accordance with the terms of this CONTRACT, from the City of San Antonio Housing Trust Fund to the CONTRACTOR, said funds specifically delineated in the Program Statement, affixed hereto as "Exhibit A." The determination of satisfactory completion of such work is made solely by CITY, and CITY's decision is final.

3.5 Neither the program or activity receiving funds from or through CITY, nor the personnel involved in the administration of such program or activity, may be involved in the construction, operation, or maintenance of such part of any facility that is used or will be used for sectarian instruction or as a place of religious worship.

3.6 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for any political activity including, but not limited to, 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.

3.7 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.

3.8 CONTRACTOR will establish safeguards to prohibit officers or employees from possessing any interest in or using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have

family, business, or other ties. CITY may, at its sole option, cancel this CONTRACT for any violation of this Section by any officer, Director, or employee of CONTRACTOR.

3.9 Members of CONTRACTOR's Board of Directors or governing body may not be employees of the agency or paid in any way for services with CONTRACT funds.

3.10 CONTRACTOR agrees to establish internal procedures that assure employees of an established complaint and grievance policy.

(A) A grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

(B) In the event no complaint and grievance policy has been established, the procedures outlined in the San Antonio Municipal Civil Service rules will be followed by the agency.

IV. FISCAL MANAGEMENT

4.1 An accounting system using the accrual basis of generally accepted accounting principles that accurately reflects all costs chargeable, paid and unpaid, to the project, should the project terminate the next day, is mandatory.

4.2 CONTRACTOR will establish an account in a federally insured financial institution as a depository to be used exclusively for receipt and expenditure of funds provided hereunder. All checks and withdrawals from such account shall have itemized documentation in support thereof. Such account shall be maintained in said institution with any account balance exceeding the federal deposit insurance coverage likewise collaterally secured.

4.3 CITY will review and approve the accounting system and internal controls prior to the release of funds hereunder and shall in no way be obligated to release such funds until said accounting system and internal controls are first so reviewed and approved.

4.4 CONTRACTOR shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for activities under this CONTRACT.

4.5 All persons on the CONTRACTOR's Board of Directors or in the employ of CONTRACTOR who handle CITY funds received or disbursed hereunder or who sign or co-sign checks for said fund disbursement must be covered by a dishonesty and fidelity bond in the amount of $100,000.00 (One Hundred Thousand and No/100 Dollars) or one-half the total contract amount, whichever is less. If a bond is required under the terms of this provision, evidence of same shall be filed with the City Clerk, and copied to the Department of Planning and Community Development, within ten (10) working days following execution of this CONTRACT.

4.6 No fees may be charged to or donations requested from participants in a CITY funded project without the prior written approval of the City Manager, or her authorized representative.

4.7 Interest income earned on the deposit of CONTRACT funds with CONTRACTOR is CITY program income. The income may be used by CONTRACTOR to pay costs directly related to the administration of the City of San Antonio Housing Trust, including the disbursement of Trust assistance to project sponsors. CONTRACTOR is responsible for full disclosure and accountability of program income to CITY. CONTRACTOR will account to CITY for its administration of the receipt and disbursal of Trust assistance, the performance of the project sponsors, and the administrative operation of the City of San Antonio Housing Trust under the agreement for Trust assistance. A statement of expenditures and revenues shall be submitted by CONTRACTOR to CITY within thirty (30) days of the activity in a format as may be prescribed by CITY; the statement is subject to audit verification. Failure to report program income as required is grounds for suspension, cancellation, or termination of this CONTRACT.

4.8 CONTRACTOR shall defend, hold harmless, and indemnify CITY, its officers and employees against any and all suits, actions, legal proceedings, claims, demands, damages, penalties, costs, expenses and attorney's fees arising out of infringement of copyright on any work used in any way in connection with this CONTRACT and its programs.

4.9 Upon completion or termination of this CONTRACT, and related projects, any unused funds, rebates, or credits must immediately be returned to CITY.

4.10 CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT, and CITY may withhold funds otherwise due as damages.

4.11 Any subcontract for professional or other services requires prior written approval of the City Manager, or her duly authorized representative. Any said subcontract for professional services shall require that the said professional both be licensed to practice her profession in the State of Texas and maintain a policy of liability insurance to indemnify, save harmless, and defend both CONTRACTOR and CITY from any claims arising from any acts or omissions of said Professional or said Professional's agents. The request and submission of the proposed subcontract must allow CITY a minimum of ten (10) working days for review prior to the anticipated execution of the proposed subcontract. CITY shall not be obligated to any third parties, including any subcontractors of CONTRACTOR.

4.12 If any expense or charge made by CONTRACTOR is subsequently disapproved or disallowed as a result of any site review or audit, CONTRACTOR will promptly refund such amount, from non-CITY funds, to CITY. CONTRACTOR authorizes CITY to deduct such amount or charge as a claim against future payments. The City Manager, or her duly authorized representative, has the authority to deduct such claims from future Contract awards.

4.13 <u>Audit Conditions and Requirements</u>

CITY, a political entity, unlike a business for profit, is interested in determining if the agencies supported with CITY Contract funds accomplished or achieved the objectives as stipulated in their Contracts. It is imperative the auditor read the entire Contract, including all attachments between CITY and CONTRACTOR, since budget and financial compliance of the Contract represents only a portion of the total contractual obligation.

All CITY-funded projects and programs are subject to periodic audits at any time by CITY auditors.

Agencies receiving funds in excess of $25,000.00 (Twenty-five Thousand and No/100 Dollars) annually from CITY are required to furnish CITY Finance Director, copy to Interim Director of the assigned "Responsible Department," a certified audit within ninety (90) days of the close of the accounting period or termination of the Contract.

The audit must include, at a minimum, the following:

(A) Copy of Management Letter;

(B) Financial/Compliance Date: Receipts and disbursement of CITY funds budgeted by cost category;

(C) Programmatic Compliance: Program objectives itemized as they appear in the Contract; and

(D) All Federal and State Grant funds must be audited in accordance with specific grant audit guidelines.

The audit must also include a statement whether the overall terms and conditions of the Contract between CITY and contracting agency were or were not met, listing any exceptions. Audits to be paid with CITY funds, partial or in full, must show that prior written approval was granted by CITY.

Audits must show whether any unused funds, rebates or credits collected by CONTRACTOR, were returned to CITY within sixty (60) days after close of the accounting period or termination of Contract.

4.14 CONTRACTOR understands and agrees to abide by and adhere to applicable federal, state, and CITY provisions.

V. INDEMNIFICATION

5.1 CONTRACTOR 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 CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all 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 promptly advise the CITY in writing 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 and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

5.2 It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this article (Article V), is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT, and HOLD HARMLESS the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this article SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

5.3 It is expressly understood and agreed that CONTRACTOR is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that CITY shall in no way be responsible therefor.

VI. SPECIAL PROVISIONS

6.1 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.

6.2 During the term of this CONTRACT, if CONTRACTOR files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this CONTRACT and all access to the funding provided for hereunder may terminate if CONTRACTOR is in violation of Paragraph 6.1 herein.

6.3 CONTRACTOR, at the CITY's option, could by ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

6.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by CONTRACTOR in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

VII. EQUAL OPPORTUNITY - NON-DISCRIMINATION CLAUSE

7.1 CITY's Affirmative Action Plan requires all CITY contractors having contracts of $10,000.00 (Ten Thousand and No/100 Dollars) or more, excluding certain vendors, to comply with the Non-discrimination Clause as follows:

(A) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, or political affiliation. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, age, disability, or political belief or affiliation. Such action must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) CONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Non-discrimination Clause.

(C) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive fair consideration for employment without regard to race, color, national origin, religion, sex, age disability, or political belief or affiliation. CONTRACTOR will notify each labor union or representative of workers, with which it may have a collective bargaining agreement or other contract understanding, the CONTRACTOR is bound by the terms of this CONTRACT and this Non-discrimination Clause.

(D) CONTRACTOR agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Non-discrimination Clause, and any additional policies as may be required as a result of local, state or federal initiatives. CONTRACTOR will furnish all information and reports requested by CITY and will permit access to all books, records, and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

(E) In the event of CONTRACTOR's failure or refusal to comply with this Non-discrimination Clause, this CONTRACT may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be debarred from further contracts with CITY.

(F) Contractors, excluding certain vendors, doing business with CITY, must submit an Affirmative Action Plan to the Equal Employment Opportunity Office. The Format of the Affirmative Action Plan will be designated by the EEO Office that is required to evaluate the plan and provide technical assistance.

(G) CONTRACTOR agrees to implement its Affirmative Action Plan as approved by the Office of Equal Employment Opportunity, which will monitor and evaluate compliance with this section.

7.2 At the end of sixty (60) days from the date of execution of this CONTRACT, the failure of CONTRACTOR to have an Affirmative Action Plan on file with the Office of Equal Employment Opportunity, approved by CITY's certifying officer, will constitute grounds for immediate cancellation, termination, or suspension, in whole or in part of this CONTRACT. Such action may also result in CONTRACTOR being debarred from further contracts with CITY.

VIII. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

8.1 All reports, documents, studies, charts, schedules or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by CONTRACTOR, shall, upon receipt, become the property of CITY.

IX. CHANGES AND AMENDMENTS

9.1 Except when the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONTRACTOR.

X. ASSIGNMENTS

10.1 CONTRACTOR shall not transfer, pledge or otherwise assign this CONTRACT, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person or party.

XI. SEVERABILITY OF PROVISIONS

11.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that 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 the 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.

XII. LAW APPLICABLE

12. 1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN BEXAR COUNTY, TEXAS.

XIII. ENTIRE AGREEMENT

13.1 This CONTRACT, including all Exhibits and attachments cited above, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

XIV. NOTICES

14.1 For purposes of this CONTRACT, all official communications and notices among 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 Planning and Community Development
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

CONTRACTOR: Executive Director
San Antonio Housing Trust Foundation, Inc.
2515 Blanco Road
San Antonio, Texas 78212

Notice of changes of address by either party must be made in writing delivered to the other party's last known address.

XV. GENDER

15.1 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.

XVI. CAPTIONS

16.1 The captions contained in this CONTRACT are for convenience of reference only and in no way limit or enlarge the terms or conditions of this CONTRACT.

XVII. PARTIES BOUND

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

EXECUTED and AGREED TO this _____ day of _____2013.

CITY OF SAN ANTONIO

BY:_____
JOHN DUGAN
Director
Department of Planning and
Community Development

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.

BY:_____
JOHN KENNY
Executive Director

APPROVED AS TO FORM:

_____
STEVE WHITWORTH
Assistant City Attorney

ATTACHMENTS:
Exhibit "A" – Program Work Statement
Exhibit "B" – Income Sources and Operating Budget
Exhibit "C" - Administrative Services Budget Detail

EXHIBIT A

PROGRAM WORK STATEMENT
FY 2013-2014

Contractor: San Antonio Housing Trust Foundation, Inc.

Project Name: San Antonio Housing Trust Administration & Staffing

Statement of Project Responsibility

1. Policy	City of San Antonio City Council Board of Trustees City Manager's Office Department of Planning Department of Finance
2. Administration	Executive Director, San Antonio Housing Trust San Antonio Housing Trust Foundation San Antonio Housing Trust Investment Corporation San Antonio Housing Trust Finance Corporation San Antonio Housing Trust Public Facility Corporation
3. Staffing:	Executive Director Program Officer Administrative Assistant Asset Manager
4. Budget/Fiscal	Executive Director, San Antonio Housing Trust Department of Planning Department of Finance

Program Description:

The San Antonio Housing Trust Foundation, Inc. is a private not-for-profit Texas corporation, created by the San Antonio Housing Trust Board of Trustees to perform the following functions:

1. Manage the day-to-day operations and administration of the San Antonio Housing Trust.

2. Provide staff and administrative support to the San Antonio Housing Trust Board of Trustees.

3. Conduct the regular and special funding rounds of the San Antonio Housing Trust.

4. Act as disbursement agent for awards of Trust assistance recommended by the Board of Trustees as approved by City Council.

5. Monitor compliance of housing sponsors as per disbursement contracts and awards of assistance from the Housing Trust.

EXHIBIT A

6. Perform research as needed by the Housing Trust to augment programs.

7. Provide technical assistance relating to affordable housing finance and proposal development to sponsors and potential sponsors of affordable housing developments and programs.

8. Develop diversified sources of dedicated revenue for the growth of the Trust's corpus and expansion of funds available for funding proposals and administrative needs of the Housing Trust.

9. Work with the title companies and lenders to provide advances for down payment assistance to allow timely closing for first time homebuyers in connection with the City's Homeownership Incentive Program

10. Accept funds on the City's behalf to support neighborhood and housing revitalization efforts. These funds shall be kept in an account with the Foundation and will be used to pay invoices submitted by the City for the purpose for which the funds are received.

11. Identify existing and potential capital sources based on plan priorities.

12. Structure bond issues for single and multi-family housing and identify leverage opportunities.

13. Administer as staff of the San Antonio Housing Trust Public Facility Corporation to identify and partner Multi-Family projects that meet the criteria of the City's Master Plan, Inner City Development, and Neighborhood revitalization projects.

14. Identify Bond opportunities for both Single and Multi-Family issues

15. Provide owner oversight on the Single and Multi-Family properties owned by the San Antonio Housing Trust Public Facility Corporation.

16. Maintain a revolving loan fund for the City's Community Housing Development Corporations (CHDO's) to help leverage other funds in developing single and multi-family housing.

17. Disburse funds for the OUR SA Infill Pilot Program to promote economic development through Interim financing loan agreements, as well as construction grant agreements.

EXHIBIT B

SAN ANTONIO HOUSING TRUST
INCOME SOURCES AND OPERATING BUDGET
FY 2013-2014

	ACTUAL FY 2012	BUDGET FY 2013	ESTIMATE FY 2013	ADOPTED FY2014
REVENUES				
San Antonio Housing Trust	$ 207,777	$ 199,361	$ 178,810	$ 195,890
Housing Partnership Network	25,384	18,300	0	0
National Foreclosure Mitigation Counseling	4,880	8,700	0	0
SAHT Finance Corp Admin Fees	21,418	22,500	6,422	21,500
San Antonio Housing Trust PFC Admin Fees	21,358	22,200	42,708	50,000
SAHTF General Operating	73,436	67,200	69,520	53,710
Total Revenues	**$ 354,253**	**$ 338,261**	**$ 297,460**	**$ 321,100**
APPROPRIATIONS				
Rent-Counseling	$ 2,400			
Salaries-Counseling	42,709			
Taxes-Payroll-Counseling	3,294			
Credit Reports-Counseling	82			
Total - Counseling	**$ 48,485**	$ -	**$ -**	$ -
Contract-Bookkeeping-Finance	$ 660	$ 660	$ 660	660
Rent-Finance	3,000	4,200	4,200	4,200
Salaries-Finance	15,656	30,300	20,450	22,000
Taxes-Payroll-Finance	999	1,970	1,530	1,690
Utilities-Finance			-	0
Total - Finance	**$ 20,315**	**$ 37,130**	**$ 26,840**	**$ 28,550**
Contract-Bookkeeping - PFC	$ 540	$ 540	$ 540	540
Rent - PFC	3,000	4,200	4,200	4,200
Salaries - PFC	16,811	28,500	22,900	24,500
Taxes-Payroll - PFC	1,137	1,853	1,680	1,880
Total - Pubic Facility Corporation	**$ 21,488**	**$ 35,093**	**$ 29,320**	**$ 31,120**
Contract-Bookkeeping-Gen. Oper	$ 2,700	$ 2,700	$ 2,700	$ 2,700
Rent-General Operating	8,016	7,200	7,200	7,200
Salaries-Gen.Operating	48,072	50,000	48,920	50,000
Taxes-Payroll-Gen.Operating	3,472	3,250	3,300	3,830
Entertainment & food	-	1500	20	1,500
Office Supplies - Gen. Oper.	30	200	350	310
Total - Gen. Oper.	**$ 62,290**	**$ 64,850**	**$ 62,490**	**$ 65,540**
Administrative Services				
Personal Services	$ 146,570	$ 150,150	$ 127,860	$ 146,190
Contractual Services	30,890	33,000	38,870	35,200
Commodities	6,264	5,700	6,480	6,500
Insurance/Other Expenditures	5,528	10,000	5,600	7,000
Capital Outlay	0	1,000	-	1,000
Total Administrative Services*	**$ 189,252**	**$ 199,850**	**$ 178,810**	**$ 195,890**
Grand Totals - All Budgets	**$ 341,830**	**$ 336,923**	**$ 297,460**	**$ 321,100**

*Contract amount funded with program income and interest funds earned from the SAHT corpus (See Exhibit C for administrative services appropriation details)

* Revised as of 08/13/2013

EXHIBIT C

SAN ANTONIO HOUSING TRUST
ADMINISTRATIVE SERVICES BUDGET DETAIL
FY 2013-2014

APPROPRIATIONS	ACTUAL FY 2012	BUDGET FY 2013	ESTIMATE FY 2013	ADOPTED FY2014
Personal Services				
Auto expense allowance	$ 4,700	$ 4,650	5,250	5,300
Insurance - Workmen's Comp	448	800	640	640
Insurance - health & life	262	300	200	200
Retirement Plan Exp.	13,282	15,000	13,600	15,000
Salaries	112,946	116,000	99,600	114,000
Taxes - Payroll	8,698	9,100	8,100	8,900
Taxes-Unemployment	167	300	170	150
Travel & Training	6,068	4,000	300	2,000
	$ 146,570	**$ 150,150**	**$ 127,860**	**$ 146,190**
Contractual Services				
Audit	$ 6,000	$ 6,000	7,200	$ 7,200
Contract - Bookkeeping	2,700	2,700	2,700	2,700
Legal fees	2,005	3,500	1,030	2,000
Maintenance and repairs	5,259	5,000	4,950	6,000
Rent	8,400	8,400	9,350	9,600
Fees to Professional	2,167	3,000	8,850	3,000
Rental of equipment	542	600	700	700
Telephone and Internet	3,817	3,800	4,090	4,000
	$ 30,890	**$ 33,000**	**$ 38,870**	**$ 35,200**
Commodities				
Bind, print & reproduction	$ -	$ 100	0	$ 100
Mail & parcel post	272	400	330	400
Office supplies	1,110	1,200	1,950	1,800
Utilities	4,883	4,000	4,200	4,200
	$ 6,264	**$ 5,700**	**6,480**	**$ 6,500**
Insurance/Other Expenditures				
Insurance - Business package	$ 4,025	$ 4,500	3,200	$ 3,200
Advertising	-	2000	0	200
Membership, Fees & Licenses	362	2000	900	2000
Entertainment & food	-	-	200	200
Subscription & dues	1,141	1500	1,300	1400
	$ 5,528	**$ 10,000**	**5,600**	**$ 7,000**
Capital Outlay				
Equipment purchases	$ -	$ 500	0	$ 500
Furniture purchases	0	500	0	500
	0	**$ 1,000**	**$ -**	**$ 1,000**
Total Appropriations	**$ 189,252**	**$ 199,850**	**$ 178,810**	**$ 195,890**

Revised 8/10/2013

HOLIDAY SCHEDULE and CITY CLOSURES

The City Council has approved 13 Holidays for FY 2014 which begins on October 1, 2013.

Holiday	Day	Date
Veteran's Day	Monday	November 11, 2013
Thanksgiving Day	Thursday	November 28, 2013
Day after Thanksgiving	Friday	November 29, 2013
Winter Holiday	Monday	December 23, 2013
Christmas Eve	Tuesday	December 24, 2013
Christmas Day	Wednesday	December 25, 2013
Winter Holiday	Thursday	December 26, 2013
*City Closure (Employee Leave)	Friday	December 27, 2013
*City Closure (Employee Leave)	Monday	December 30, 2013
*City Closure (Employee Leave)	Tuesday	December 31, 2013
New Year's Day	Wednesday	January 1, 2014
Martin Luther King, Jr. Day	Monday	January 20, 2014
Fiesta San Jacinto Day	Friday	April 25, 2014
Memorial Day	Monday	May 26, 2014
Independence Day	Friday	July 4, 2014
Labor Day	Monday	September 1, 2014

**Not an official holiday. Employees may choose to use Personal Leave, Annual Leave, or Voluntary Leave without Pay for these days.*

ADDITIONAL INFORMATION ON HOLIDAYS:

Uniformed Fire Department personnel will accrue a 13th holiday, designated as the September 11th Holiday in compliance with State Law. Since September 11th is not a City Holiday, this accrual shall be used in accordance with Fire Department policy.

Civilian employees may be eligible to receive a Floating Holiday based on attendance for use during Fiscal Year 2013-2014 in accordance with Administrative Directive 4.4. Any Floating Holiday granted to civilian employees during this fiscal year that is not taken by October 1, 2014, will be forfeited.

The value of the Holiday shall be determined based on the employee's work schedule. If the employee works an 8 hour day, the Holiday will be paid or banked at 8 hours. For employees that work a 10 hour schedule, the Holiday will be paid or banked at 10 hours.

Individual departments may develop Alternate Holiday schedules for the fiscal year, to substitute for those listed above, to accommodate for workload demands. These schedules must be submitted to and approved by the Human Resources Department and the City Manager's Office prior to October 1, 2013.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
84	311 Service Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
82	311 Service Representative	B	B-7	506	N	06A	Classified	$28,424.24	$38,559.82
83	311 Service Supervisor	B	B-9	508	N	06C	Classified	$31,338.06	$42,512.60
2099	Accessibility Compliance Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2098	Accessibility Compliance Specialist	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
2220	Accountant	C	C-2	521	E	02A	Classified	$33,900.88	$50,851.58
873	Accountant I	C	C-1	520	E	02A	Classified	$30,819.10	$46,228.52
874	Accountant II	C	C-2	521	E	02A	Classified	$33,900.88	$50,851.58
2221	Accounting Clerk	B	B-5	504	N	06A	Classified	$25,782.38	$34,975.98
934	Accounts Payable Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2014	Accounts Payable Specialist I	B	B-4	503	N	06A	Classified	$24,554.40	$33,310.16
2020	Accounts Payable Specialist II	B	B-6	505	N	05A	Classified	$27,071.20	$36,724.48
2021	Accounts Payable Specialist III	B	B-9	508	N	05A	Classified	$31,338.06	$42,512.60
40	Administrative Assistant I	B	B-6	505	N	06A	Classified	$27,071.20	$36,724.48
41	Administrative Assistant II	B	B-8	507	N	05A	Classified	$29,845.66	$40,488.24
2063	Administrative Associate	B	B-2	501	N	06A	Classified	$22,814.74	$30,949.62
2244	Administrative Hearing Officer	C	C-9	528	E	02F	Unclassified	$66,063.40	$99,095.10
36	Administrative Services Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2105	Administrative Services Officer	D	D-6	537	E	01C	Unclassified	$88,301.72	$150,113.34
2245	Airport Communications Coordinator	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
7980	Airport Facilities Superintendent	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
85	Airport Facilities Supervisor	A	A-9	508	E	08A	Classified	$31,338.06	$42,512.60
97	Airport Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
595	Airport Operations Agent	B	B-10	509	N	05B	Classified	$32,905.60	$44,638.62
35	Airport Operations Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
34	Airport Operations Supervisor	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
804	Airport Parking Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
638	Airport Police Corporal	B	B-15	514	N	04C	Classified	$41,996.50	$56,971.72
631	Airport Police Lieutenant	B	B-19	518	E	04C	Classified	$51,046.84	$69,248.66
629	Airport Police Officer	B	B-13	512	N	04C	Classified	$38,091.56	$51,674.48
630	Airport Police Sergeant	B	B-17	516	N	04C	Classified	$46,301.06	$62,810.80
2023	Airport Police Training Sergeant	B	B-17	516	N	04C	Classified	$46,301.06	$62,810.80
98	Airport Properties & Development Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2275	Airport Property Agent	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2153	Airport Security Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2208	Airport Security Supervisor	B	B-13	512	E	04D	Classified	$38,091.56	$51,674.48
612	Alarms Investigator	B	B-5	504	N	05B	Classified	$25,782.38	$34,975.98
226	Animal Care Attendant	A	A-3	502	N	08B	Classified	$23,385.70	$31,724.94
223	Animal Care Officer	A	A-8	507	N	04C	Classified	$29,845.66	$40,488.24
224	Animal Care Operations Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2093	Animal Care Representative	A	A-7	506	N	08B	Classified	$28,424.24	$38,559.82
1034	Animal Care Services Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2111	Animal Care Specialist	B	B-9	508	N	05A	Classified	$31,338.06	$42,512.60
221	Animal Care Supervisor	A	A-14	513	N	04D	Classified	$39,996.84	$54,258.88
2117	Animal Cruelty Specialist	B	B-11	510	N	05B	Classified	$34,550.62	$46,870.46
4000	Applications Solutions Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
4002	Applications Solutions Lead	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4001	Applications Solutions Senior Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
4003	Applications Solutions Supervisor	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
124	Architect	C	C-8	527	E	02A	Unclassified	$60,057.66	$90,086.36
620	Armorer	B	B-8	507	E	04C	Classified	$29,845.66	$40,488.24
7895	Asset Facilities Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
1109	Assistant Animal Care Services Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
1061	Assistant Aviation Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1043	Assistant Aviation Director for Finance & Administration	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1127	Assistant Building & Equipment Svcs Director - Facilities Management	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1126	Assistant Building & Equipment Svcs Director - Fleet Operations	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1116	Assistant Capital Improvements Management Services Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
52	Assistant Capital Programs Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
406	Assistant City Arborist	C	C-5	524	E	02B	Classified	$45,122.22	$67,683.20
66	Assistant City Attorney I	C	C-7	526	E	02F	Unclassified	$54,597.66	$81,896.88
63	Assistant City Attorney II	C	C-8	527	E	02F	Unclassified	$60,057.66	$90,086.36
65	Assistant City Attorney III	C	C-10	529	E	02F	Unclassified	$72,669.74	$109,004.74
55	Assistant City Attorney IV	C	C-11	530	E	02F	Unclassified	$79,936.22	$119,904.72
2025	Assistant City Clerk	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
141	Assistant City Engineer	D	D-6	537	E	01C	Unclassified	$88,301.72	$150,113.34
1032	Assistant City Manager	E	E-3	542	E	01A	Unclassified	$129,879.36	$259,758.98
1133	Assistant Communications & Public Affairs Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1050	Assistant Human Services Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1059	Assistant Convention & Visitors Bureau Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1060	Assistant Convention, Sports & Entertainment Facilities Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
2202	Assistant Detention Center Manager	B	B-17	516	E	04C	Classified	$46,301.06	$62,810.80
1067	Assistant Development Services Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1041	Assistant Development Services Director/Plan Review	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1110	Assistant Director for Downtown Operations	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1053	Assistant Director for Financial Services	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1070	Assistant Director for Human Resources	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1069	Assistant Director for Management & Budget	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
2257	Assistant Director - Pre-K Center	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
7230	Assistant Drainage Superintendent	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
1048	Assistant Economic Development Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1054	Assistant Economic Development Director for Special Projects	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
31	Assistant Emergency Management Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
1052	Assistant Finance Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
666	Assistant Fire Chief	C	Contract	Contract	E	02H	Contract	Contract	Contract
1040	Assistant Information Services Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1128	Assistant Intergovernmental Relations Director	E	E-1	540	E	01C	Unclassified	$78,469.04	$156,937.56
1018	Assistant Library Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1085	Assistant Library Director for Public Services	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
50	Assistant Marketing Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
988	Assistant Multi-Service Center Supervisor	A	A-10	509	E	08A	Classified	$32,905.60	$44,638.62
671	Assistant Parking Operations & Enforcement Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
1062	Assistant Parks & Recreation Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1064	Assistant Parks & Recreation Director for Programs	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
2169	Assistant Parks and Recreation Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2171	Assistant Parks and Recreation Manager-Parks Design	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
1113	Assistant Planning & Community Development Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
678	Assistant Police Chief	C	Contract	Contract	E	02I	Contract	Contract	Contract
1124	Assistant Police Director	E	E-1	540	E	01D	Unclassified	$78,469.04	$156,937.56
916	Assistant Program Coordinator	C	C-1	520	E	02D	Classified	$30,819.10	$46,228.52
1042	Assistant Public Health Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1078	Assistant Public Utilities Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1058	Assistant Public Works Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
801	Assistant Risk & Safety Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
908	Assistant Social Services Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
7300	Assistant Solid Waste District Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
1102	Assistant Solid Waste Management Director	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
7150	Assistant Streets Superintendent	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
1071	Assistant to City Council	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1031	Assistant to City Manager	E	E-3	542	E	01A	Unclassified	$129,879.36	$259,758.98
1072	Assistant to Mayor	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
2227	Assistant to the Director	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
2095	Audio Visual Production Supervisor	B	B-17	516	E	03D	Classified	$46,301.06	$62,810.80
7740	Audio Visual Technician	B	B-6	505	N	03B	Classified	$27,071.20	$36,724.48
655	Audio/Video Production Coordinator	B	B-13	512	N	03B	Classified	$38,091.56	$51,674.48
705	Audit Manager	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
700	Auditor I	C	C-4	523	E	02L	Unclassified	$41,020.46	$61,530.04
702	Auditor II	C	C-6	525	E	02L	Unclassified	$49,634.26	$74,451.52
703	Auditor III	C	C-7	526	E	02L	Unclassified	$54,597.66	$81,896.88
704	Auditor IV	C	C-10	529	E	02L	Unclassified	$72,669.74	$109,004.74
2184	Automated Collection Services Trainer	A	A-9	508	N	07A	Classified	$31,338.06	$42,512.60
1029	Aviation Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
4005	Backup/Storage System Administration Engineer	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4004	Backup/Storage System Administrator	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2084	Bailiff	B	B-9	508	N	04C	Classified	$31,338.06	$42,512.60
2200	Bailiff Supervisor	B	B-13	512	E	04C	Classified	$38,091.56	$51,674.48
2011	Banking Officer	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2288	Behavior Management Specialist	C	C-5	524	E	02D	Unclassified	$45,122.22	$67,683.20
7716	Bicycle Fleet Specialist	B	B-4	503	N	05B	Classified	$24,554.40	$33,310.16
932	Billing & Accts Receivable Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2024	Billing & Accts Receivable Specialist I	B	B-4	503	N	06A	Classified	$24,554.40	$33,310.16
2026	Billing & Accts Receivable Specialist II	B	B-7	506	N	06A	Classified	$28,424.24	$38,559.82
78	Booking & Services Coordinator	B	B-11	510	N	05A	Classified	$34,550.62	$46,870.46
79	Booking & Services Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
958	Bookmobile Library Assistant	B	B-3	502	N	05A	Classified	$23,385.70	$31,724.94
7899	Box Office Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2248	Box Office Supervisor	B	B-13	512	N	05E	Classified	$38,091.56	$51,674.48
7405	Brush Collection Crew Leader	A	A-9	508	N	08B	Classified	$31,338.06	$42,512.60
881	Budget & Management Analyst I	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
2253	Budget & Management Analyst II	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
2254	Budget & Management Analyst III	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
879	Budget Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
2177	Budget Program Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
2176	Budget Program Specialist	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
1125	Building and Equipment Services Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
547	Building Location Specialist	B	B-4	503	N	06B	Classified	$24,554.40	$33,310.16
7892	Building Maintenance Coordinator	A	A-15	514	E	08A	Classified	$41,996.50	$56,971.72
7891	Building Maintenance Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
7580	Building Maintenance Mechanic	A	A-4	503	N	07D	Classified	$24,554.40	$33,310.16
459	Building Maintenance Officer	A	A-8	507	E	07C	Classified	$29,845.66	$40,488.24
7920	Building Maintenance Supervisor	A	A-12	511	E	07C	Classified	$36,278.32	$49,214.62
4006	Business Analyst	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
4009	Business Intelligence Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
4011	Business Intelligence Lead	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4010	Business Intelligence Senior Analyst	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
4012	Business Intelligence Supervisor	C	C-10	529	E	02A	Classified	$72,669.74	$109,004.74
4089	Business Relationship Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
2266	Cafeteria Assistant	A	A-1	500	N	08B	Unclassified	$22,258.34	$30,195.62
2267	Cafeteria Supervisor	A	A-6	505	N	08A	Unclassified	$27,071.20	$36,724.48

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
2034	Call Center Supervisor	C	C-2	521	E	02B	Classified	$33,900.88	$50,851.58
2083	Capital Improvements Management Services Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
54	Capital Programs Manager	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
155	Capital Projects Officer	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
7679	Carpenter I	A	A-4	503	N	07A	Classified	$24,554.40	$33,310.16
7680	Carpenter II	A	A-6	505	N	07A	Classified	$27,071.20	$36,724.48
7610	Carpentry Supervisor	A	A-8	507	E	07C	Classified	$29,845.66	$40,488.24
2127	Carver Center Stage Coordinator	B	B-14	513	N	03D	Classified	$39,996.84	$54,258.88
940	Carver Cultural Center Executive Director	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
985	Case Aide	B	B-2	501	N	05D	Classified	$22,814.74	$30,949.62
802	Cashier	B	B-2	501	N	06A	Classified	$22,814.74	$30,949.62
1117	Center City Development Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
6	Central Magistrate Coordinator	B	B-10	509	E	05A	Classified	$32,905.60	$44,638.62
869	Central Stores Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
907	Chauffeur	A	A-3	502	N	08B	Classified	$23,385.70	$31,724.94
920	Chauffeur Services Supervisor	A	A-7	506	N	08A	Classified	$28,424.24	$38,559.82
2139	Chief Deputy Court Clerk	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
1129	Chief Executive Officer - Pre-K 4 SA	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
1121	Chief Financial Officer	E	E-3	542	E	01A	Unclassified	$129,879.36	$259,758.98
1055	Chief Human Resources Officer	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
8000	Chief Information Security Officer	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
2235	Chief of Epidemiology	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
1123	Chief of Staff	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
1039	Chief Technology Officer	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
205	Chief Veterinarian	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
987	Child & Family Therapist	C	C-3	522	E	02D	Classified	$37,290.76	$55,936.66
990	Child Care Resource Specialist	C	C-1	520	E	02D	Classified	$30,819.10	$46,228.52
991	Child Care Services Supervisor	C	C-3	522	E	02D	Classified	$37,290.76	$55,936.66
403	City Arborist	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2125	City Archeologist	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
118	City Architect	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
33	City Archivist	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
1000	City Attorney	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
1015	City Clerk	E	Set by Council	Set By Council	E	01A	Council Appointed	Set By Council	Set By Council
951	City Forester	C	C-5	524	E	02B	Classified	$45,122.22	$67,683.20
1028	City Internal Auditor	E	Set by Council	Set By Council	E	01A	Council Appointed	Set By Council	Set By Council
1022	City Manager	E	Set by Council	Set By Council	E	01A	Council Appointed	Set By Council	Set By Council
20	City Marshal	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2079	City Photographer	B	B-12	511	N	03A	Classified	$36,278.32	$49,214.62
4014	Client Services Analyst	C	C-3	522	E	02B	Classified	$37,290.76	$55,936.66
4015	Client Services Supervisor	C	C-5	524	E	02B	Classified	$45,122.22	$67,683.20
4013	Client Services Technician	B	B-11	510	N	03B	Classified	$34,550.62	$46,870.46
506	Code Compliance Investigator	B	B-9	508	N	05B	Classified	$31,338.06	$42,512.60
2141	Code Enforcement Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2116	Code Enforcement Officer	B	B-10	509	N	05B	Classified	$32,905.60	$44,638.62
2119	Code Enforcement Supervisor	B	B-15	514	E	05B	Classified	$41,996.50	$56,971.72
8991	Collection Specialist	B	B-8	507	N	05A	Classified	$29,845.66	$40,488.24
2015	Collection Specialist I	B	B-5	504	N	06A	Classified	$25,782.38	$34,975.98
2016	Collection Specialist II	B	B-7	506	N	06A	Classified	$28,424.24	$38,559.82
903	Collections Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
530	Combination Inspector	A	A-12	511	N	07D	Classified	$36,278.32	$49,214.62
1009	Communications & Public Affairs Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
636	Communications Operator	B	B-4	503	N	06B	Classified	$24,554.40	$33,310.16

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
637	Communications Operator Supervisor	B	B-9	508	N	06B	Classified	$31,338.06	$42,512.60
442	Community Center Leader	B	B-6	505	N	05D	Classified	$27,071.20	$36,724.48
937	Community Development Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
27	Community Link Manager	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
25	Community Link Service Representative	B	B-7	506	N	06A	Classified	$28,424.24	$38,559.82
2062	Community Services Specialist	C	C-2	521	E	02D	Classified	$33,900.88	$50,851.58
2054	Community Services Supervisor	C	C-3	522	E	02D	Classified	$37,290.76	$55,936.66
891	Compliance & Resolution Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
749	Compliance & Resolution Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2028	Compliance & Resolution Officer	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
2226	Compliance Analyst	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
2224	Compliance Lead Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2223	Compliance Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2225	Compliance Senior Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
2027	Compliance Specialist	B	B-7	506	N	06A	Classified	$28,424.24	$38,559.82
7990	Concrete Finisher	A	A-5	504	N	07A	Classified	$25,782.38	$34,975.98
2274	Construction Contract Officer	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
135	Construction Coordinator	C	C-3	522	E	02B	Classified	$37,290.76	$55,936.66
560	Construction Inspections Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
557	Construction Inspections Superintendent	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
556	Construction Inspections Supervisor	A	A-19	518	E	07C	Classified	$51,046.84	$69,248.66
553	Construction Inspector I	A	A-7	506	N	07D	Classified	$28,424.24	$38,559.82
554	Construction Inspector II	A	A-11	510	N	07D	Classified	$34,550.62	$46,870.46
558	Construction Specialist I	A	A-13	512	E	07D	Classified	$38,091.56	$51,674.48
559	Construction Specialist II	A	A-14	513	E	07D	Classified	$39,996.84	$54,258.88
561	Construction Specialist Supervisor	A	A-17	516	E	07D	Classified	$46,301.06	$62,810.80
157	Contract Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
156	Contract Coordinator	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
178	Contract Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
929	Contract Officer	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
877	Controller	D	D-6	537	E	01C	Unclassified	$88,301.72	$150,113.34
1013	Convention & Visitors Bureau Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2163	Convention Facilities General Manager	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
1010	Convention, Sports & Entertainment Facilities Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
49	Council Action Officer	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
677	Court Interpreter	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
864	Court Reporter	B	B-11	510	N	06A	Classified	$34,550.62	$46,870.46
609	Crime Analyst	B	B-5	504	N	06A	Classified	$25,782.38	$34,975.98
2236	Crime Intelligence Analyst	C	C-4	523	E	02I	Classified	$41,020.46	$61,530.04
2238	Crime Intelligence and Analysis Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
2237	Crime Intelligence Senior Analyst	C	C-7	526	E	02I	Classified	$54,597.66	$81,896.88
2004	Crime Scene Investigator I	B	B-11	510	N	04C	Classified	$34,550.62	$46,870.46
2005	Crime Scene Investigator II	B	B-12	511	N	04C	Classified	$36,278.32	$49,214.62
2006	Crime Scene Investigator III	B	B-14	513	N	04C	Classified	$39,996.84	$54,258.88
1019	Cultural Affairs Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2087	Cultural Affairs Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
964	Cultural Center Supervisor	C	C-5	524	E	02D	Classified	$45,122.22	$67,683.20
7561	Custodial Services Supervisor	A	A-7	506	E	08A	Classified	$28,424.24	$38,559.82
1007	Customer Service/311 System Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
909	Customer Services Representative	B	B-2	501	N	06A	Classified	$22,814.74	$30,949.62
525	Customer Services Representative Supervisor	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
911	Customer Services Specialist	B	B-9	508	N	05D	Classified	$31,338.06	$42,512.60
4017	Customer Support Analyst	B	B-11	510	N	03A	Classified	$34,550.62	$46,870.46

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
4018	Customer Support Lead	B	B-14	513	N	03A	Classified	$39,996.84	$54,258.88
4019	Customer Support Supervisor	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
4016	Customer Support Technician	B	B-9	508	N	03A	Classified	$31,338.06	$42,512.60
512	Dangerous Premises Officer	B	B-11	510	N	05B	Classified	$34,550.62	$46,870.46
825	Data Clerk Supervisor	B	B-10	509	N	06A	Classified	$32,905.60	$44,638.62
4020	Database Administration Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
4021	Database Administrator	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
2012	Debt Officer	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
269	Dental Assistant	B	B-2	501	N	03C	Classified	$22,814.74	$30,949.62
271	Dental Hygienist	B	B-16	515	N	03C	Classified	$44,096.26	$59,820.02
2217	Department Accounting Supervisor	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
285	Department Facilities Coordinator	C	C-4	523	E	02B	Classified	$41,020.46	$61,530.04
826	Department Fiscal Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
862	Department Systems Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
608	Deputy Chief	C	Contract	Contract	E	02I	Contract	Contract	Contract
56	Deputy City Attorney	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
1016	Deputy City Clerk	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1021	Deputy City Manager	E	E-3	542	E	01A	Unclassified	$129,879.36	$259,758.98
13	Deputy City Marshal	B	B-13	512	N	04C	Classified	$38,091.56	$51,674.48
7500	Deputy Court Clerk I	B	B-4	503	N	04C	Classified	$24,554.40	$33,310.16
7510	Deputy Court Clerk II	B	B-7	506	N	04C	Classified	$28,424.24	$38,559.82
2185	Deputy Emergency Management Coordinator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
665	Deputy Fire Chief	C	Contract	Contract	E	02H	Contract	Contract	Contract
2271	Deputy Historic Preservation Officer	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
123	Design & Development Assistant	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
2142	Design Communications Coordinator	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2040	Detention Center Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
628	Detention Officer	B	B-9	508	N	04C	Classified	$31,338.06	$42,512.60
656	Detention Supervisor	B	B-14	513	N	04C	Classified	$39,996.84	$54,258.88
2250	Development Services Inspections Supervisor	A	A-19	518	E	07C	Classified	$51,046.84	$69,248.66
2204	Development Services Business Administrator	D	D-5	536	E	01D	Unclassified	$76,784.24	$130,533.26
148	Development Services Engineer	D	D-6	537	E	01C	Unclassified	$88,301.72	$150,113.34
2033	Development Services Inspector	A	A-11	510	N	07A	Classified	$34,550.62	$46,870.46
516	Development Services Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
523	Development Services Representative	B	B-3	502	N	05B	Classified	$23,385.70	$31,724.94
531	Development Services Specialist	B	B-9	508	N	05A	Classified	$31,338.06	$42,512.60
533	Development Services Specialist Supervisor	B	B-13	512	E	05E	Classified	$38,091.56	$51,674.48
158	Director of Historic Preservation	E	E-1	540	E	01A	Unclassified	$78,469.04	$156,937.56
1132	Director of Professional Development	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
1130	Director - Pre-K Center	E	E-1	540	E	01A	Unclassified	$78,469.04	$156,937.56
935	Disbursements & Receivables Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
615	Dispatcher	B	B-6	505	N	06B	Classified	$27,071.20	$36,724.48
610	Dispatching Supervisor	B	B-9	508	N	06C	Classified	$31,338.06	$42,512.60
664	District Fire Chief	C	Contract	Contract	E	02H	Contract	Contract	Contract
7898	Dome Facilities Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
1100	Downtown Operations Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2035	Downtown Operations Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
497	Downtown Operations Superintendent	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
121	Drafting Technician	B	B-3	502	N	03B	Classified	$23,385.70	$31,724.94
925	Economic Development Coordinator	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
1012	Economic Development Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
926	Economic Development Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
924	Economic Development Specialist	C	C-3	522	E	02D	Classified	$37,290.76	$55,936.66

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
2092	Education Coordinator	C	C-2	521	E	02B	Classified	$33,900.88	$50,851.58
2228	Education Policy & Services Administrator	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
16	EEO Investigator	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
7700	Electrical Supervisor	A	A-17	516	E	07C	Classified	$46,301.06	$62,810.80
7690	Electrician	A	A-7	506	N	07A	Classified	$28,424.24	$38,559.82
7910	Electrician Helper	A	A-5	504	N	07B	Classified	$25,782.38	$34,975.98
7176	Electronic Technician	B	B-8	507	N	03B	Classified	$29,845.66	$40,488.24
7178	Electronic Technician Supervisor	B	B-12	511	E	03B	Classified	$36,278.32	$49,214.62
30	Emergency Management Specialist	C	C-1	520	E	02A	Classified	$30,819.10	$46,228.52
2090	Emergency Vehicle Equipment Technician	A	A-9	508	N	07A	Classified	$31,338.06	$42,512.60
860	Employee Benefits Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
2039	Employee Benefits Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
861	Employee Benefits Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
871	Employee Benefits Specialist	B	B-5	504	N	06A	Classified	$25,782.38	$34,975.98
2287	Employee Relations Business Partner	C	C-6	525	E	02A	Unclassified	$49,634.26	$74,451.52
2285	Employee Relations Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
140	Engineer	C	C-8	527	E	02E	Unclassified	$60,057.66	$90,086.36
139	Engineering Associate	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
131	Engineering Technician	B	B-9	508	N	03B	Classified	$31,338.06	$42,512.60
4023	Enterprise GIS Solutions Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
4025	Enterprise GIS Solutions Lead	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4024	Enterprise GIS Solutions Senior Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
4026	Enterprise GIS Solutions Supervisor	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
4033	Enterprise IT Architect	C	C-12	531	E	02A	Classified	$87,930.70	$131,895.14
2072	Environmental Compliance Technician	B	B-6	505	N	03B	Classified	$27,071.20	$36,724.48
2113	Environmental Policy Loan Officer	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
2085	Environmental Policy Manager	E	E-1	540	E	01A	Unclassified	$78,469.04	$156,937.56
2121	Environmental Services Coordinator	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
137	Environmental Services Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
251	Epidemiologist	C	C-4	523	E	02C	Classified	$41,020.46	$61,530.04
252	Epidemiology Program Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2053	Equipment Operator	A	A-5	504	N	07D	Classified	$25,782.38	$34,975.98
7160	Equipment Technician	A	A-9	508	N	07A	Classified	$31,338.06	$42,512.60
185	ERM Project Coordinator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
77	Events Services Coordinator	B	B-11	510	N	05A	Classified	$34,550.62	$46,870.46
7900	Events Services Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
39	Executive Assistant	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2210	Executive Assistant to City Manager	D	D-3	534	E	01C	Classified	$58,060.34	$98,702.24
2242	Executive Assistant to Mayor	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
2249	Executive Legal Assistant	C	C-7	526	E	02A	Unclassified	$54,597.66	$81,896.88
1076	Executive Secretary	B	B-9	508	N	06A	Unclassified	$31,338.06	$42,512.60
1075	Executive Secretary to the City Manager	B	B-16	515	N	06A	Unclassified	$44,096.26	$59,820.02
1094	Executive Secretary to the Mayor	B	B-16	515	N	06A	Unclassified	$44,096.26	$59,820.02
7893	Facilities Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
23	Facilities Operations Coordinator	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
2268	Family Specialist	C	C-7	526	E	02D	Unclassified	$54,597.66	$81,896.88
2290	Family Support Coordinator	C	C-6	525	E	02D	Unclassified	$49,634.26	$74,451.52
2289	Family Support Supervisor	C	C-4	523	E	02D	Unclassified	$41,020.46	$61,530.04
2283	Family Support Worker	C	C-2	521	E	02D	Unclassified	$33,900.88	$50,851.58
2213	Field Operations Inspector	A	A-8	507	N	07A	Classified	$29,845.66	$40,488.24
1001	Finance Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2017	Financial Accountant I	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
2018	Financial Accountant II	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
2019	Financial Accountant III	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
895	Financial Management Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
748	Financial Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
834	Financial Operations Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
2032	Financial Operations Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2278	Financial Operations Coordinator	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2252	Financial Operations Specialist	B	B-11	510	N	05A	Classified	$34,550.62	$46,870.46
2277	Financial Operations Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
938	Financial Reporting Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
639	Fingerprint Classifier	B	B-3	502	N	03B	Classified	$23,385.70	$31,724.94
663	Fire Captain	C	Contract	Contract	E	02H	Contract	Contract	Contract
1003	Fire Chief	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
661	Fire Engineer	B	Contract	Contract	N	04A	Contract	Contract	Contract
662	Fire Lieutenant	C	Contract	Contract	N	02H	Contract	Contract	Contract
669	Fire Protection Engineer	C	C-8	527	E	02E	Unclassified	$60,057.66	$90,086.36
668	Fire Protection Engineering Associate	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
7161	Fire Protection Equipment Technician	A	A-12	511	N	07A	Classified	$36,278.32	$49,214.62
672	Fire Protection Specialist	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
660	Firefighter	B	Contract	Contract	N	04A	Contract	Contract	Contract
659	Firefighter (Probationary)	B	Contract	Contract	N	04A	Contract	Contract	Contract
658	Firefighter Trainee	B	301	301	N	04C	Classified	$28,428.00	$28,428.00
1044	First Assistant City Attorney	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
2218	Fiscal Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2216	Fiscal Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
892	Fiscal Officer	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
2112	Fiscal Operations Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
850	Fiscal Operations Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
7714	Fleet Acquisitions Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
7718	Fleet Acquisitions Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
7717	Fleet Maintenance & Equipment Service Advisor	A	A-11	510	N	07D	Classified	$34,550.62	$46,870.46
7422	Fleet Maintenance & Equipment Superintendent	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
2057	Fleet Maintenance & Equipment Supervisor	A	A-12	511	E	07C	Classified	$36,278.32	$49,214.62
1107	Fleet Maintenance & Operations Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
7970	Fleet Maintenance Superintendent	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
7770	Fleet Maintenance Technician I	A	A-5	504	N	07A	Classified	$25,782.38	$34,975.98
7790	Fleet Maintenance Technician II	A	A-8	507	N	07A	Classified	$29,845.66	$40,488.24
7722	Fleet Operations Coordinator	C	C-3	522	E	02B	Classified	$37,290.76	$55,936.66
7720	Fleet Operations Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
7715	Fleet Services Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
7723	Fuel Services Coordinator	B	B-10	509	N	05A	Classified	$32,905.60	$44,638.62
2043	Gardener	A	A-2	501	N	08B	Classified	$22,814.74	$30,949.62
936	General Ledger Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
4027	GIS Data Analyst	B	B-12	511	N	03A	Classified	$36,278.32	$49,214.62
4029	GIS Data Lead	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
4028	GIS Data Senior Analyst	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
4030	GIS Data Supervisor	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
2132	Grants Administrator	E	E-1	540	E	01B	Unclassified	$78,469.04	$156,937.56
844	Grants Management Officer	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
2239	Grants Manager	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
127	Graphics Designer	B	B-12	511	E	03A	Classified	$36,278.32	$49,214.62
2187	Head Start Program Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
206	Health Program Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
282	Health Program Specialist	C	C-1	520	E	02C	Classified	$30,819.10	$46,228.52

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
863	Hearing Officer	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
2212	Helicopter Maintenance Supervisor	A	A-18	517	E	07C	Classified	$48,615.58	$65,950.82
7180	Helicopter Mechanic	A	A-15	514	N	07A	Classified	$41,996.50	$56,971.72
503	Historical Building Enforcement Officer	B	B-12	511	N	05B	Classified	$36,278.32	$49,214.62
2044	Horticulturist	C	C-2	521	E	02B	Classified	$33,900.88	$50,851.58
979	Housing Loan Coordinator	C	C-4	523	E	02D	Classified	$41,020.46	$61,530.04
978	Housing Loan Officer	C	C-2	521	E	02D	Classified	$33,900.88	$50,851.58
68	Human Resources Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
76	Human Resources Analyst	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
101	Human Resources Project Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
88	Human Resources Specialist	B	B-11	510	N	05A	Classified	$34,550.62	$46,870.46
1030	Human Services Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
7616	HVAC Superintendent	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
7630	HVAC Technician I	A	A-5	504	N	07A	Classified	$25,782.38	$34,975.98
7650	HVAC Technician II	A	A-9	508	N	07A	Classified	$31,338.06	$42,512.60
7070	HVAC Technician Supervisor	A	A-11	510	E	07A	Classified	$34,550.62	$46,870.46
706	Information Technology Auditor I	C	C-4	523	E	02A	Unclassified	$41,020.46	$61,530.04
708	Information Technology Auditor II	C	C-6	525	E	02A	Unclassified	$49,634.26	$74,451.52
709	Information Technology Auditor III	C	C-10	529	E	02A	Unclassified	$72,669.74	$109,004.74
710	Information Technology Auditor IV	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
2097	Information Technology Portfolio Manager	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
60	Innovation & Reform Manager	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
1082	Intergovernmental Relations Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
53	Intergovernmental Relations Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
1038	International Affairs Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
947	International Affairs Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
950	International Affairs Specialist	C	C-3	522	E	02D	Classified	$37,290.76	$55,936.66
74	International Visitor Representative	B	B-5	504	N	06A	Classified	$25,782.38	$34,975.98
2022	Investment Officer	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2168	Irrigation Systems Supervisor	A	A-9	508	N	07C	Classified	$31,338.06	$42,512.60
4031	IT Architect	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
4034	IT Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
4036	IT Security Analyst	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
4037	IT Security Lead	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
4038	IT Security Supervisor	C	C-10	529	E	02A	Classified	$72,669.74	$109,004.74
1024	Judge	E	Set by Council	Set By Council	E	01E	Council Appointed	Set By Council	Set By Council
2164	Juvenile Case Manager Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
2160	Juvenile Court Case Manager	C	C-2	521	E	02A	Classified	$33,900.88	$50,851.58
1131	Labor Relations Administrator	E	E-1	540	E	01C	Unclassified	$78,469.04	$156,937.56
234	Laboratory Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
232	Laboratory Technician II	B	B-7	506	N	03C	Classified	$28,424.24	$38,559.82
215	Laboratory Technologist I	C	C-1	520	E	02C	Classified	$30,819.10	$46,228.52
216	Laboratory Technologist II	C	C-2	521	E	02C	Classified	$33,900.88	$50,851.58
494	Landscape Architect	C	C-6	525	E	02D	Unclassified	$49,634.26	$74,451.52
134	Landscape Irrigator	A	A-4	503	N	07D	Classified	$24,554.40	$33,310.16
642	Latent Fingerprint Examiner	B	B-9	508	N	04C	Classified	$31,338.06	$42,512.60
4008	Lead Business Analyst	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
2286	Lead Employee Relations Business Partner	C	C-7	526	E	02A	Unclassified	$54,597.66	$81,896.88
4032	Lead IT Architect	C	C-10	529	E	02A	Classified	$72,669.74	$109,004.74
57	Legal Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
93	Legal Secretary	B	B-8	507	N	06A	Classified	$29,845.66	$40,488.24
954	Librarian I	C	C-3	522	E	02G	Classified	$37,290.76	$55,936.66
955	Librarian II	C	C-4	523	E	02G	Classified	$41,020.46	$61,530.04

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
956	Librarian III	C	C-5	524	E	02G	Classified	$45,122.22	$67,683.20
963	Librarian IV	C	C-6	525	E	02G	Classified	$49,634.26	$74,451.52
953	Library Aide	B	B-1	500	N	06B	Classified	$22,258.34	$30,195.62
2073	Library Assistant	B	B-9	508	N	05A	Classified	$31,338.06	$42,512.60
2074	Library Circulation Attendant	B	B-3	502	N	06B	Classified	$23,385.70	$31,724.94
1017	Library Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
957	Library Services Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
267	Licensed Vocational Nurse	B	B-9	508	N	03C	Classified	$31,338.06	$42,512.60
432	Lifeguard	A	A-1	500	N	08B	Classified	$22,258.34	$30,195.62
2137	Magistration Court Coordinator	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
4039	Mainframe Application Solutions Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
4041	Mainframe Applications Solutions Lead	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4040	Mainframe Applications Solutions Senior Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
4042	Mainframe Applications Solutions Supervisor	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
4044	Mainframe System Administration Engineer	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
4043	Mainframe System Administrator	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
7040	Maintenance Crew Leader	A	A-4	503	N	08A	Classified	$24,554.40	$33,310.16
2045	Maintenance Crew Leader II	A	A-6	505	N	08A	Classified	$27,071.20	$36,724.48
7689	Maintenance Electrician	A	A-6	505	N	07A	Classified	$27,071.20	$36,724.48
7579	Maintenance Worker	A	A-1	500	N	08B	Classified	$22,258.34	$30,195.62
1068	Management & Budget Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
46	Management Analyst	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
45	Management Assistant	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
949	Management Intern	C	C-5	524	E	02A	Unclassified	$45,122.22	$67,683.20
2199	Management Services Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
37	Marketing Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
945	Marketing Specialist	C	C-3	522	E	02D	Classified	$37,290.76	$55,936.66
7170	Markings Supervisor	A	A-9	508	E	07C	Classified	$31,338.06	$42,512.60
2262	Master Data Analyst	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
2263	Master Data Senior Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
7800	Master Fleet Maintenance Tech	A	A-11	510	N	07A	Classified	$34,550.62	$46,870.46
2258	Master Teacher	C	C-8	527	E	02A	Unclassified	$60,057.66	$90,086.36
2050	Mechanic I	A	A-4	503	N	07A	Classified	$24,554.40	$33,310.16
2051	Mechanic II	A	A-5	504	N	07A	Classified	$25,782.38	$34,975.98
2152	Media Relations Manager	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2240	Medical Director	D	D-6	537	E	01C	Unclassified	$88,301.72	$150,113.34
2143	Merchandising Associate	B	B-5	504	N	05A	Classified	$25,782.38	$34,975.98
4046	Messaging System Administration Engineer	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4045	Messaging System Administrator	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
1105	Military Affairs Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2255	Mobility Services Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
960	Multi-Service Center Supervisor	A	A-14	513	E	08B	Classified	$39,996.84	$54,258.88
692	Municipal Court Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
1098	Municipal Court Clerk	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2138	Municipal Court Coordinator	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
2037	Municipal Court Legal Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
699	Municipal Court Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2292	Municipal Court of Record Clerk	B	B-9	508	N	06A	Classified	$31,338.06	$42,512.60
59	Municipal Integrity Investigator	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
106	Municipal Records Supervisor	B	B-10	509	N	05A	Classified	$32,905.60	$44,638.62
452	Museum Assistant	B	B-2	501	N	06B	Classified	$22,814.74	$30,949.62
454	Nature Preserve Officer	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
846	Neighborhood Renewal Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
517	Neighborhood Services Coordinator	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2170	Neighborhood Services Supervisor	A	A-8	507	E	08A	Classified	$29,845.66	$40,488.24
4048	Network Administrator	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4047	Network Analyst	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
4049	Network Engineer	C	C-10	529	E	02A	Classified	$72,669.74	$109,004.74
243	Nurse Practitioner	C	C-8	527	E	02J	Classified	$60,057.66	$90,086.36
984	Nutrition Site Supervisor	B	B-5	504	N	05D	Classified	$25,782.38	$34,975.98
286	Nutritionist	C	C-2	521	E	02C	Classified	$33,900.88	$50,851.58
2046	Painter	A	A-6	505	N	07A	Classified	$27,071.20	$36,724.48
15	Paralegal	B	B-11	510	N	05A	Classified	$34,550.62	$46,870.46
2133	Park Community Service Liaison	B	B-8	507	N	05D	Classified	$29,845.66	$40,488.24
2134	Park Community Service Liaison Supervisor	B	B-11	510	N	05D	Classified	$34,550.62	$46,870.46
673	Park Police Captain	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2150	Park Police Commander	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
622	Park Police Lieutenant	B	B-19	518	E	04C	Classified	$51,046.84	$69,248.66
626	Park Police Officer	B	B-13	512	N	04C	Classified	$38,091.56	$51,674.48
625	Park Police Sergeant	B	B-17	516	N	04C	Classified	$46,301.06	$62,810.80
810	Parking Attendant	B	B-2	501	N	06B	Classified	$22,814.74	$30,949.62
670	Parking Enforcement Officer	B	B-3	502	N	05B	Classified	$23,385.70	$31,724.94
675	Parking Enforcement Supervisor	B	B-7	506	E	05B	Classified	$28,424.24	$38,559.82
7940	Parking Meter Technician	B	B-2	501	N	03B	Classified	$22,814.74	$30,949.62
7960	Parking Meter Technician Supervisor	B	B-5	504	N	03D	Classified	$25,782.38	$34,975.98
676	Parking Operations & Enforcement Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
805	Parking Superintendent	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
806	Parking Supervisor	B	B-7	506	E	05B	Classified	$28,424.24	$38,559.82
1006	Parks & Recreation Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2172	Parks and Recreation Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
418	Parks Construction Supervisor	A	A-9	508	E	07C	Classified	$31,338.06	$42,512.60
499	Parks Naturalist	C	C-2	521	E	02B	Classified	$33,900.88	$50,851.58
409	Parks Operations Supervisor	A	A-15	514	E	08A	Classified	$41,996.50	$56,971.72
2167	Parks Supervisor	A	A-15	514	E	08A	Classified	$41,996.50	$56,971.72
904	Payroll Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
2029	Payroll Specialist I	B	B-8	507	N	06A	Classified	$29,845.66	$40,488.24
2030	Payroll Specialist II	B	B-11	510	N	06A	Classified	$34,550.62	$46,870.46
222	Peer Counselor	B	B-2	501	N	05C	Classified	$22,814.74	$30,949.62
48	Performance & Management Specialist	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
644	Personnel Investigator	B	B-6	505	N	05A	Classified	$27,071.20	$36,724.48
640	Photographer	B	B-10	509	N	03A	Classified	$32,905.60	$44,638.62
160	Planner	C	C-3	522	E	02D	Classified	$37,290.76	$55,936.66
1008	Planning & Community Development Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
1011	Planning & Development Services Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2206	Planning Coordinator	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
162	Planning Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
573	Plans Coordinator	B	B-11	510	N	03A	Classified	$34,550.62	$46,870.46
577	Plans Examiner I	B	B-7	506	N	03A	Classified	$28,424.24	$38,559.82
575	Plans Examiner II	B	B-11	510	N	03A	Classified	$34,550.62	$46,870.46
2243	Plans Examiner Supervisor	B	B-19	518	E	05E	Classified	$51,046.84	$69,248.66
7710	Plumber	A	A-7	506	N	07A	Classified	$28,424.24	$38,559.82
7780	Plumber Helper	A	A-5	504	N	07B	Classified	$25,782.38	$34,975.98
7640	Plumbing Supervisor	A	A-17	516	E	07C	Classified	$46,301.06	$62,810.80
698	Police Administration & Records Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
602	Police Cadet	B	304	304	N	04C	Classified	$28,428.00	$28,428.00
606	Police Captain	C	Contract	Contract	E	02I	Contract	Contract	Contract

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
1002	Police Chief	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
641	Police Communications Call Taker	B	B-9	508	N	06B	Classified	$31,338.06	$42,512.60
616	Police Communications Dispatcher	B	B-12	511	N	06B	Classified	$36,278.32	$49,214.62
2082	Police Communications Expediter	B	B-10	509	N	06B	Classified	$32,905.60	$44,638.62
2233	Police Communications Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
81	Police Communications Supervisor	B	B-13	512	N	06B	Classified	$38,091.56	$51,674.48
603	Police Detective Investigator	B	Contract	Contract	N	04B	Contract	Contract	Contract
605	Police Lieutenant	C	Contract	Contract	E	02I	Contract	Contract	Contract
600	Police Officer	B	Contract	Contract	N	04B	Contract	Contract	Contract
601	Police Officer (Probationary)	B	Contract	Contract	N	04B	Contract	Contract	Contract
604	Police Sergeant	B	Contract	Contract	E	04B	Contract	Contract	Contract
657	Police Services Agent	B	B-2	501	N	04C	Classified	$22,814.74	$30,949.62
633	Police Services Officer	B	304	304	N	04B	Classified	Contract	Contract
653	Police Services Supervisor	B	B-11	510	E	04C	Classified	$34,550.62	$46,870.46
1023	Presiding Judge	E	Set by Council	Set By Council	E	01E	Council Appointed	Set By Council	Set By Council
2205	Principal Planner	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
7514	Print Shop Supervisor	A	A-11	510	E	07C	Classified	$34,550.62	$46,870.46
2052	Printer	A	A-5	504	N	07A	Classified	$25,782.38	$34,975.98
2193	Procurement Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
2192	Procurement Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2189	Procurement Specialist I	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
2190	Procurement Specialist II	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
2191	Procurement Specialist III	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2276	Professional Development Coach	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
914	Program Counselor	B	B-4	503	N	05D	Classified	$24,554.40	$33,310.16
918	Program Manager	C	C-4	523	E	02D	Classified	$41,020.46	$61,530.04
154	Project Control Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
2130	Project Management Manager	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
919	Project Management Specialist	C	C-1	520	E	02D	Classified	$30,819.10	$46,228.52
2128	Project Manager	C	C-7	526	E	02A	Unclassified	$54,597.66	$81,896.88
18	Property Room Attendant	B	B-2	501	N	06B	Classified	$22,814.74	$30,949.62
19	Property Room Supervisor	B	B-15	514	E	06C	Classified	$41,996.50	$56,971.72
264	Psychologist	C	C-9	528	E	02A	Unclassified	$66,063.40	$99,095.10
2131	Public Art Specialist	C	C-2	521	E	02A	Classified	$33,900.88	$50,851.58
2207	Public Arts Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
239	Public Health Aide	B	B-2	501	N	05C	Classified	$22,814.74	$30,949.62
1005	Public Health Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
246	Public Health Nurse	C	C-4	523	E	02J	Classified	$41,020.46	$61,530.04
247	Public Health Nursing Supervisor	C	C-6	525	E	02J	Classified	$49,634.26	$74,451.52
71	Public Information Officer	C	C-3	522	E	02D	Classified	$37,290.76	$55,936.66
80	Public Relations Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2064	Public Service Associate	B	B-2	501	N	06B	Classified	$22,814.74	$30,949.62
2042	Public Service Attendant	A	A-1	500	N	08B	Classified	$22,258.34	$30,195.62
2203	Public Utilities Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
840	Public Utilities Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
1004	Public Works Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2215	Public Works Operations Lead	A	A-9	508	N	07A	Classified	$31,338.06	$42,512.60
7261	Public Works Operations Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
7250	Public Works Operations Superintendent	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2214	Public Works Operations Supervisor	A	A-11	510	E	07A	Classified	$34,550.62	$46,870.46
7600	Pump Mechanic Supervisor	A	A-7	506	E	07C	Classified	$28,424.24	$38,559.82
1025	Purchasing & Contract Services Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
2103	Purchasing/Contract Operations Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
4051	Radio Services Analyst	C	C-2	521	E	02B	Classified	$33,900.88	$50,851.58
4052	Radio Services Engineer	C	C-7	526	E	02B	Classified	$54,597.66	$81,896.88
4053	Radio Services Supervisor	C	C-4	523	E	02B	Classified	$41,020.46	$61,530.04
4050	Radio Services Technician	B	B-9	508	N	05B	Classified	$31,338.06	$42,512.60
182	Rate Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
149	Real Estate Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
151	Real Estate Specialist	C	C-2	521	E	02B	Classified	$33,900.88	$50,851.58
126	Real Estate Supervisor	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
7	Records Supervisor	B	B-6	505	E	06B	Classified	$27,071.20	$36,724.48
431	Recreation Assistant	A	A-1	500	N	08B	Classified	$22,258.34	$30,195.62
2066	Recreation Coordinator	Temp	Temp	401	E	05D	Temporary	$20,292.00	$27,528.00
2173	Recreation Instructor	C	C-1	520	E	02D	Classified	$30,819.10	$46,228.52
450	Recreation Specialist	B	B-4	503	N	05D	Classified	$24,554.40	$33,310.16
2174	Recreation Supervisor	B	B-10	509	E	05D	Classified	$32,905.60	$44,638.62
2234	Redevelopment Officer	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
288	Registered Dietician	C	C-4	523	E	02C	Classified	$41,020.46	$61,530.04
2107	Rescue-Foster Coordinator	B	B-9	508	N	05D	Classified	$31,338.06	$42,512.60
858	Risk & Safety Manager	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
2001	Risk Analyst	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
91	Safety Specialist	C	C-1	520	E	02A	Classified	$30,819.10	$46,228.52
51	Sales & Marketing Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
2144	Sales Manager	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
200	Sanitarian I	B	B-12	511	N	05C	Classified	$36,278.32	$49,214.62
202	Sanitarian II	B	B-15	514	N	05C	Classified	$41,996.50	$56,971.72
203	Sanitarian Services Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
4054	SAP Basis Administrator	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
4056	SAP Business Solutions Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
4058	SAP Business Solutions Lead	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4057	SAP Business Solutions Senior Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
4059	SAP Business Solutions Supervisor	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
4060	SAP Development Analyst	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4062	SAP Development Lead	C	C-11	530	E	02A	Classified	$79,936.22	$119,904.72
4061	SAP Development Senior Analyst	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
4063	SAP Development Supervisor	C	C-12	531	E	02A	Classified	$87,930.70	$131,895.14
623	School Crossing Guard	A	A-1	500	N	08B	Classified	$22,258.34	$30,195.62
624	School Crossing Guard Supervisor	A	A-4	503	N	08A	Classified	$24,554.40	$33,310.16
2270	School Nurse	C	C-6	525	E	02J	Unclassified	$49,634.26	$74,451.52
651	Security Guard Chief	B	B-9	508	E	04C	Classified	$31,338.06	$42,512.60
634	Security Guard I	B	B-2	501	N	04C	Classified	$22,814.74	$30,949.62
635	Security Guard II	B	B-4	503	N	04C	Classified	$24,554.40	$33,310.16
2219	Senior Accountant	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
868	Senior Accounting Clerk	B	B-5	504	N	06A	Classified	$25,782.38	$34,975.98
42	Senior Administrative Assistant	C	C-2	521	E	02A	Classified	$33,900.88	$50,851.58
2123	Senior Architect	C	C-9	528	E	02A	Unclassified	$66,063.40	$99,095.10
7743	Senior Audio Visual Technician	B	B-8	507	N	03B	Classified	$29,845.66	$40,488.24
2186	Senior Budget Program Specialist	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
7590	Senior Building Maintenance Mechanic	A	A-5	504	N	07D	Classified	$25,782.38	$34,975.98
7890	Senior Building Maintenance Supervisor	A	A-16	515	E	08A	Classified	$44,096.26	$59,820.02
4007	Senior Business Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
803	Senior Cashier	B	B-4	503	N	06A	Classified	$24,554.40	$33,310.16
975	Senior Circulation Attendant	B	B-4	503	N	06B	Classified	$24,554.40	$33,310.16
2077	Senior Code Enforcement Officer	B	B-12	511	N	05D	Classified	$36,278.32	$49,214.62
555	Senior Construction Inspector	A	A-15	514	N	07D	Classified	$41,996.50	$56,971.72

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
645	Senior Crime Analyst	B	B-9	508	N	06A	Classified	$31,338.06	$42,512.60
2007	Senior Crime Scene Investigator	B	B-16	515	N	04C	Classified	$44,096.26	$59,820.02
910	Senior Customer Service Representative	B	B-4	503	N	06A	Classified	$24,554.40	$33,310.16
4022	Senior Database Administrator	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
2201	Senior Deputy City Marshal	B	B-17	516	N	04C	Classified	$46,301.06	$62,810.80
7173	Senior Deputy Court Clerk	B	B-13	512	N	04C	Classified	$38,091.56	$51,674.48
2251	Senior Development Services Inspector	A	A-15	514	N	07A	Classified	$41,996.50	$56,971.72
2088	Senior Development Services Representative	B	B-4	503	N	05B	Classified	$24,554.40	$33,310.16
532	Senior Development Services Specialist	B	B-12	511	N	05A	Classified	$36,278.32	$49,214.62
923	Senior Economic Development Specialist	C	C-6	525	E	02D	Classified	$49,634.26	$74,451.52
7450	Senior Electrician	A	A-9	508	N	07A	Classified	$31,338.06	$42,512.60
7177	Senior Electronic Technician	B	B-10	509	N	03B	Classified	$32,905.60	$44,638.62
142	Senior Engineer	D	D-5	536	E	02E	Unclassified	$76,784.24	$130,533.26
143	Senior Engineering Associate	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
132	Senior Engineering Technician	B	B-12	511	N	03B	Classified	$36,278.32	$49,214.62
237	Senior Environmental Protection Officer	C	C-4	523	E	02C	Classified	$41,020.46	$61,530.04
7420	Senior Equipment Operator	A	A-7	506	N	07D	Classified	$28,424.24	$38,559.82
177	Senior Events Services Coordinator	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
1066	Senior Executive Secretary	B	B-11	510	N	06A	Unclassified	$34,550.62	$46,870.46
667	Senior Fire Protection Engineer	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
489	Senior Horticulturist	C	C-3	522	E	02B	Classified	$37,290.76	$55,936.66
830	Senior Human Resources Administrator	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
100	Senior Human Resources Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
438	Senior Human Resources Specialist	B	B-13	512	N	05A	Classified	$38,091.56	$51,674.48
7620	Senior HVAC Technician	A	A-10	509	N	07A	Classified	$32,905.60	$44,638.62
2078	Senior International Affairs Specialist	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
4035	Senior IT Manager	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
2161	Senior Juvenile Court Case Manager	C	C-3	522	E	02C	Classified	$37,290.76	$55,936.66
999	Senior Management Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
997	Senior Management Coordinator	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
2293	Senior Muncipal Court of Record Clerk	B	B-13	512	N	06A	Classified	$38,091.56	$51,674.48
2102	Senior Municipal Integrity Investigator	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
2247	Senior Nurse	C	C-5	524	E	02J	Classified	$45,122.22	$67,683.20
9	Senior Office Assistant	B	B-2	501	N	06A	Classified	$22,814.74	$30,949.62
58	Senior Performance & Management Specialist	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
161	Senior Planner	C	C-5	524	E	02D	Classified	$45,122.22	$67,683.20
576	Senior Plans Examiner	B	B-15	514	N	03A	Classified	$41,996.50	$56,971.72
652	Senior Police Services Agent	B	B-9	508	N	04C	Classified	$31,338.06	$42,512.60
912	Senior Project Management Specialist	C	C-1	520	E	02D	Classified	$30,819.10	$46,228.52
2129	Senior Project Manager	C	C-9	528	E	02A	Unclassified	$66,063.40	$99,095.10
244	Senior Public Health Nurse	C	C-5	524	E	02J	Classified	$45,122.22	$67,683.20
261	Senior Public Health Physician	C	C-12	531	E	02K	Unclassified	$87,930.70	$131,895.14
73	Senior Public Information Officer	C	C-5	524	E	02D	Classified	$45,122.22	$67,683.20
2065	Senior Public Service Associate	B	B-4	503	N	06B	Classified	$24,554.40	$33,310.16
2264	Senior Rate Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
125	Senior Real Estate Specialist	C	C-5	524	E	02B	Classified	$45,122.22	$67,683.20
849	Senior Records Technician	B	B-2	501	N	06A	Classified	$22,814.74	$30,949.62
833	Senior Risk Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
2122	Senior Sales Manager	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
204	Senior Sanitarian	B	B-17	516	E	05E	Classified	$46,301.06	$62,810.80
4055	Senior SAP Basis Administrator	C	C-10	529	E	02A	Classified	$72,669.74	$109,004.74
2135	Senior Services Manager	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
95	Senior Special Projects Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
2069	Senior Stock Clerk	B	B-3	502	N	06B	Classified	$23,385.70	$31,724.94
821	Senior Systems Programmer	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
2295	Senior Warrant Officer	B	B-13	512	N	04C	Classified	$38,091.56	$51,674.48
87	Services & Supply Superintendent	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
2145	Services Manager	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
7012	Side Loader Equipment Operator	A	A-7	506	N	07D	Classified	$28,424.24	$38,559.82
119	Sign Fabricator	A	A-6	505	N	07A	Classified	$27,071.20	$36,724.48
906	Social Services Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
7280	Solid Waste Collection Route Supervisor	A	A-12	511	E	08A	Classified	$36,278.32	$49,214.62
7011	Solid Waste Collection Truck Driver	A	A-4	503	N	08B	Classified	$24,554.40	$33,310.16
7010	Solid Waste Collection Worker	A	A-3	502	N	08B	Classified	$23,385.70	$31,724.94
7271	Solid Waste District Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
1087	Solid Waste Management Director	E	E-2	541	E	01A	Unclassified	$97,409.52	$194,818.78
7265	Solid Waste Manager	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
7272	Solid Waste Recycling Coordinator	C	C-2	521	E	02A	Classified	$33,900.88	$50,851.58
7013	Solid Waste Route Inspector	B	B-6	505	N	05A	Classified	$27,071.20	$36,724.48
47	Special Activities Coordinator	B	B-11	510	N	05A	Classified	$34,550.62	$46,870.46
471	Special Programs Supervisor	C	C-1	520	E	02D	Classified	$30,819.10	$46,228.52
866	Special Projects Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
7741	Stage Manager	B	B-8	507	N	03D	Classified	$29,845.66	$40,488.24
21	Stock Clerk	B	B-2	501	N	06B	Classified	$22,814.74	$30,949.62
28	Stock Control Crew Leader	B	B-5	504	N	06B	Classified	$25,782.38	$34,975.98
26	Stock Control Supervisor	B	B-12	511	E	06C	Classified	$36,278.32	$49,214.62
9101	Student Intern I	Temp	Temp	400	N	05A	Unclassified	$18,200.00	$24,690.00
9104	Student Intern I (Unpaid)	Temp	Temp	499	N	05A	Unclassified	Unpaid	Unpaid
9102	Student Intern II	Temp	Temp	401	N	05A	Unclassified	$20,292.00	$27,528.00
9105	Student Intern II (Unpaid)	Temp	Temp	499	N	05A	Unclassified	Unpaid	Unpaid
9103	Student Intern III	Temp	Temp	405	N	05A	Unclassified	$24,665.00	$33,461.00
9106	Student Intern III (Unpaid)	Temp	Temp	499	N	05A	Unclassified	Unpaid	Unpaid
110	Survey Party Chief	B	B-6	505	N	03B	Classified	$27,071.20	$36,724.48
111	Surveying Supervisor	B	B-15	514	E	03B	Classified	$41,996.50	$56,971.72
2068	Surveyor	B	B-3	502	N	03B	Classified	$23,385.70	$31,724.94
437	Swimming Pool Supervisor	A	A-4	503	N	08A	Classified	$24,554.40	$33,310.16
4064	System Administration Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
4066	System Administration Engineer	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4065	System Administrator	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
831	Tax Assessor/Collector Administrator	D	D-4	535	E	01C	Unclassified	$66,769.04	$113,506.90
2260	Teacher	C	C-6	525	E	02A	Unclassified	$49,634.26	$74,451.52
2265	Teacher Assistant I	B	B-1	500	N	05A	Unclassified	$22,258.34	$30,195.62
2259	Teacher Assistant II	B	B-5	504	N	05A	Unclassified	$25,782.38	$34,975.98
2104	Technical Security Manager	D	D-5	536	E	01C	Unclassified	$76,784.24	$130,533.26
7742	Technical Systems Supervisor	B	B-10	509	N	03D	Classified	$32,905.60	$44,638.62
4068	Technical Writing Analyst	B	B-11	510	N	03A	Classified	$34,550.62	$46,870.46
4069	Technical Writing Lead	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
4067	Technical Writing Technician	B	B-9	508	N	03A	Classified	$31,338.06	$42,512.60
4070	Technology Expert	C	C-12	531	E	02A	Unclassified	$87,930.70	$131,895.14
4072	Telecommunications Administrator	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4071	Telecommunications Analyst	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
4073	Telecommunications Engineer	C	C-10	529	E	02A	Classified	$72,669.74	$109,004.74
7745	Television Director	B	B-9	508	N	03B	Classified	$31,338.06	$42,512.60
183	Television Programming Coordinator	B	B-13	512	N	03D	Classified	$38,091.56	$51,674.48
9005	Temporary Employee	Temp	Temp	400	N	06B	Temporary	$18,200.00	$24,690.00
9002	Temporary Office Clerical Employee	Temp	Temp	400	N	06B	Temporary	$18,200.00	$24,690.00

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

JOB CLASS	JOB TITLE	PLAN	GRADE	PAY RANGE	FLSA	EEO	CIVIL SERVICE	RANGE MINIMUM	RANGE MAXIMUM
9003	Temporary Summer Employee	Temp	Temp	400	N	06B	Temporary	$18,200.00	$24,690.00
476	Therapeutic Recreation Specialist	B	B-6	505	N	05D	Classified	$27,071.20	$36,724.48
2031	Time and Attendance Coordinator	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
2222	Time and Attendance Manager	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
2197	Time and Attendance Specialist	B	B-5	504	N	06A	Classified	$25,782.38	$34,975.98
7765	Tire Repairer	A	A-2	501	N	08B	Classified	$22,814.74	$30,949.62
2194	Tourism Sales Manager	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
687	Traffic Analyst	B	B-5	504	N	05A	Classified	$25,782.38	$34,975.98
2070	Traffic Signal Technician	B	B-9	508	N	03B	Classified	$31,338.06	$42,512.60
7179	Traffic Signals Superintendent	D	D-2	533	E	01C	Unclassified	$50,486.80	$85,828.08
7210	Traffic Signals Supervisor	A	A-12	511	E	07C	Classified	$36,278.32	$49,214.62
92	Training Officer	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
567	Transportation Inspector II	B	B-6	505	N	05B	Classified	$27,071.20	$36,724.48
2230	Transportation Planner	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
2232	Transportation Planning Manager	D	D-3	534	E	01C	Unclassified	$58,060.34	$98,702.24
2231	Transportation Senior Planner	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
568	Transportation Services Manager	D	D-1	532	E	01C	Unclassified	$43,901.78	$74,632.74
408	Tree Preservation/ Landscape Inspector	A	A-11	510	N	07D	Classified	$34,550.62	$46,870.46
7370	Truck Driver	A	A-3	502	N	08B	Classified	$23,385.70	$31,724.94
4075	UNIX System Administration Engineer	C	C-11	530	E	02A	Classified	$79,936.22	$119,904.72
4074	UNIX System Administrator	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
7275	Utility Coordinator	C	C-3	522	E	02A	Classified	$37,290.76	$55,936.66
254	Vector Control Technician	B	B-6	505	N	03C	Classified	$27,071.20	$36,724.48
213	Veterinarian	C	C-9	528	E	02K	Unclassified	$66,063.40	$99,095.10
209	Veterinary Technician	B	B-9	508	N	03C	Classified	$31,338.06	$42,512.60
643	Video Production Technician	B	B-11	510	N	03B	Classified	$34,550.62	$46,870.46
4076	Virtual System Administration Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
4078	Virtual System Administration Engineer	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4077	Virtual System Administrator	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
32	Visitor Services Supervisor	B	B-6	505	E	05A	Classified	$27,071.20	$36,724.48
2261	Volunteer Program Coordinator	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
427	Volunteer Services Coordinator	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
2294	Warrant Officer	B	B-10	509	N	04C	Classified	$32,905.60	$44,638.62
4079	Web Applications Solutions Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
4081	Web Applications Solutions Lead	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4080	Web Applications Solutions Senior Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
4082	Web Applications Solutions Supervisor	C	C-9	528	E	02A	Classified	$66,063.40	$99,095.10
4083	Web Design Analyst	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20
4085	Web Design Lead	C	C-8	527	E	02A	Classified	$60,057.66	$90,086.36
4084	Web Design Senior Analyst	C	C-6	525	E	02A	Classified	$49,634.26	$74,451.52
7750	Welder	A	A-8	507	N	07A	Classified	$29,845.66	$40,488.24
2241	Wellness Physician	D	D-6	537	E	01C	Unclassified	$88,301.72	$150,113.34
4086	Windows System Administration Analyst	C	C-4	523	E	02A	Classified	$41,020.46	$61,530.04
4088	Windows System Administration Engineer	C	C-7	526	E	02A	Classified	$54,597.66	$81,896.88
4087	Windows System Administrator	C	C-5	524	E	02A	Classified	$45,122.22	$67,683.20

Highlighted jobs are impacted by the Living Wage, which for FY 2014 is set at an annual rate $23,050.

City of San Antonio
Pay Plan FY 2014
as of 10/01/13

			Range Minimum				Range Maximum											
Plan	SAP #	Grade	Annual	Monthly	Bi-Weekly	Hourly	Annual	Monthly	Bi-Weekly	Hourly	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	500	A-1	$22,258.34	$1,854.86	$856.09	$10.70	$30,195.62	$2,516.30	$1,161.37	$14.52	$22,258.34	$23,148.58	$24,074.44	$25,037.48	$26,039.00	$26,820.30	$27,625.00	$28,453.88	$29,023.02	$29,603.60	$30,195.62
A	501	A-2	$22,814.74	$1,901.23	$877.49	$10.97	$30,949.62	$2,579.14	$1,190.37	$14.88	$22,814.74	$23,727.34	$24,676.34	$25,663.30	$26,689.78	$27,490.58	$28,315.30	$29,164.72	$29,747.90	$30,342.78	$30,949.62
A	502	A-3	$23,385.70	$1,948.81	$899.45	$11.24	$31,724.94	$2,643.75	$1,220.19	$15.25	$23,385.70	$24,321.18	$25,294.10	$26,305.76	$27,357.98	$28,178.80	$29,024.06	$29,894.80	$30,492.80	$31,102.76	$31,724.94
A	503	A-4	$24,554.40	$2,046.20	$944.40	$11.81	$33,310.16	$2,775.85	$1,281.16	$16.01	$24,554.40	$25,536.68	$26,558.22	$27,620.58	$28,725.32	$29,586.96	$30,474.60	$31,388.76	$32,016.66	$32,657.04	$33,310.16
A	504	A-5	$25,782.38	$2,148.53	$991.63	$12.40	$34,975.98	$2,914.67	$1,345.23	$16.82	$25,782.38	$26,813.80	$27,886.30	$29,001.70	$30,161.82	$31,066.62	$31,998.72	$32,958.64	$33,617.74	$34,290.10	$34,975.98
A	505	A-6	$27,071.20	$2,255.93	$1,041.20	$13.02	$36,724.48	$3,060.37	$1,412.48	$17.66	$27,071.20	$28,154.10	$29,280.16	$30,451.46	$31,669.56	$32,619.60	$33,598.24	$34,606.26	$35,298.38	$36,004.28	$36,724.48
A	506	A-7	$28,424.24	$2,368.69	$1,093.24	$13.67	$38,559.82	$3,213.32	$1,483.07	$18.54	$28,424.24	$29,561.22	$30,743.70	$31,973.50	$33,252.44	$34,250.06	$35,277.58	$36,335.78	$37,062.48	$37,803.74	$38,559.82
A	507	A-8	$29,845.66	$2,487.14	$1,147.91	$14.35	$40,488.24	$3,374.02	$1,557.24	$19.47	$29,845.66	$31,039.58	$32,281.08	$33,572.24	$34,915.14	$35,962.68	$37,041.68	$38,152.92	$38,916.02	$39,694.46	$40,488.24
A	508	A-9	$31,338.06	$2,611.51	$1,205.31	$15.07	$42,512.60	$3,542.72	$1,635.10	$20.44	$31,338.06	$32,591.52	$33,895.16	$35,251.06	$36,661.04	$37,760.84	$38,893.66	$40,060.54	$40,861.86	$41,679.04	$42,512.60
A	509	A-10	$32,905.60	$2,742.13	$1,265.60	$15.82	$44,638.62	$3,719.89	$1,716.87	$21.46	$32,905.60	$34,221.72	$35,590.62	$37,014.12	$38,494.56	$39,649.48	$40,838.98	$42,064.10	$42,905.46	$43,763.46	$44,638.62
A	510	A-11	$34,550.62	$2,879.22	$1,328.87	$16.61	$46,870.46	$3,905.87	$1,802.71	$22.53	$34,550.62	$35,932.52	$37,369.80	$38,864.54	$40,419.08	$41,631.72	$42,880.76	$44,167.24	$45,050.46	$45,951.36	$46,870.46
A	511	A-12	$36,278.32	$3,023.19	$1,395.32	$17.44	$49,214.62	$4,101.22	$1,892.87	$23.66	$36,278.32	$37,729.38	$39,238.68	$40,808.30	$42,440.58	$43,713.80	$45,025.24	$46,375.94	$47,303.36	$48,249.50	$49,214.62
A	512	A-13	$38,091.56	$3,174.30	$1,465.06	$18.31	$51,674.48	$4,306.21	$1,987.48	$24.84	$38,091.56	$39,615.16	$41,199.86	$42,847.74	$44,561.66	$45,898.58	$47,275.54	$48,693.84	$49,667.80	$50,661.26	$51,674.48
A	513	A-14	$39,996.84	$3,333.07	$1,538.34	$19.23	$54,258.88	$4,521.57	$2,086.88	$26.09	$39,996.84	$41,596.62	$43,260.36	$44,990.66	$46,790.38	$48,194.12	$49,639.98	$51,129.26	$52,151.84	$53,194.96	$54,258.88
A	514	A-15	$41,996.50	$3,499.71	$1,615.25	$20.19	$56,971.72	$4,747.64	$2,191.22	$27.39	$41,996.50	$43,676.36	$45,423.30	$47,240.18	$49,129.86	$50,603.80	$52,121.94	$53,685.58	$54,759.38	$55,854.50	$56,971.72
A	515	A-16	$44,096.26	$3,674.69	$1,696.01	$21.20	$59,820.02	$4,985.00	$2,300.77	$28.76	$44,096.26	$45,860.10	$47,694.40	$49,602.28	$51,586.34	$53,133.86	$54,727.92	$56,369.82	$57,497.18	$58,647.16	$59,820.02
A	516	A-17	$46,301.06	$3,858.42	$1,780.81	$22.26	$62,810.80	$5,234.23	$2,415.80	$30.20	$46,301.06	$48,153.04	$50,079.12	$52,082.16	$54,165.54	$55,790.54	$57,464.16	$59,187.96	$60,371.74	$61,579.18	$62,810.80
A	517	A-18	$48,615.58	$4,051.30	$1,869.83	$23.37	$65,950.82	$5,495.90	$2,536.57	$31.71	$48,615.58	$50,560.12	$52,582.40	$54,685.80	$56,873.18	$58,579.30	$60,336.64	$62,146.76	$63,389.82	$64,657.58	$65,950.82
A	518	A-19	$51,046.84	$4,253.90	$1,963.34	$24.54	$69,248.66	$5,770.72	$2,663.41	$33.29	$51,046.84	$53,088.62	$55,212.04	$57,420.48	$59,717.32	$61,508.72	$63,353.94	$65,254.54	$66,559.74	$67,890.94	$69,248.66

			Range Minimum				Range Maximum											
Plan	SAP #	Grade	Annual	Monthly	Bi-Weekly	Hourly	Annual	Monthly	Bi-Weekly	Hourly	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B	500	B-1	$22,258.34	$1,854.86	$856.09	$10.70	$30,195.62	$2,516.30	$1,161.37	$14.52	$22,258.34	$23,148.58	$24,074.44	$25,037.48	$26,039.00	$26,820.30	$27,625.00	$28,453.88	$29,023.02	$29,603.60	$30,195.62
B	501	B-2	$22,814.74	$1,901.23	$877.49	$10.97	$30,949.62	$2,579.14	$1,190.37	$14.88	$22,814.74	$23,727.34	$24,676.34	$25,663.30	$26,689.78	$27,490.58	$28,315.30	$29,164.72	$29,747.90	$30,342.78	$30,949.62
B	502	B-3	$23,385.70	$1,948.81	$899.45	$11.24	$31,724.94	$2,643.75	$1,220.19	$15.25	$23,385.70	$24,321.18	$25,294.10	$26,305.76	$27,357.98	$28,178.80	$29,024.06	$29,894.80	$30,492.80	$31,102.76	$31,724.94
B	503	B-4	$24,554.40	$2,046.20	$944.40	$11.81	$33,310.16	$2,775.85	$1,281.16	$16.01	$24,554.40	$25,536.68	$26,558.22	$27,620.58	$28,725.32	$29,586.96	$30,474.60	$31,388.76	$32,016.66	$32,657.04	$33,310.16
B	504	B-5	$25,782.38	$2,148.53	$991.63	$12.40	$34,975.98	$2,914.67	$1,345.23	$16.82	$25,782.38	$26,813.80	$27,886.30	$29,001.70	$30,161.82	$31,066.62	$31,998.72	$32,958.64	$33,617.74	$34,290.10	$34,975.98
B	505	B-6	$27,071.20	$2,255.93	$1,041.20	$13.02	$36,724.48	$3,060.37	$1,412.48	$17.66	$27,071.20	$28,154.10	$29,280.16	$30,451.46	$31,669.56	$32,619.60	$33,598.24	$34,606.26	$35,298.38	$36,004.28	$36,724.48
B	506	B-7	$28,424.24	$2,368.69	$1,093.24	$13.67	$38,559.82	$3,213.32	$1,483.07	$18.54	$28,424.24	$29,561.22	$30,743.70	$31,973.50	$33,252.44	$34,250.06	$35,277.58	$36,335.78	$37,062.48	$37,803.74	$38,559.82
B	507	B-8	$29,845.66	$2,487.14	$1,147.91	$14.35	$40,488.24	$3,374.02	$1,557.24	$19.47	$29,845.66	$31,039.58	$32,281.08	$33,572.24	$34,915.14	$35,962.68	$37,041.68	$38,152.92	$38,916.02	$39,694.46	$40,488.24
B	508	B-9	$31,338.06	$2,611.51	$1,205.31	$15.07	$42,512.60	$3,542.72	$1,635.10	$20.44	$31,338.06	$32,591.52	$33,895.16	$35,251.06	$36,661.04	$37,760.84	$38,893.66	$40,060.54	$40,861.86	$41,679.04	$42,512.60
B	509	B-10	$32,905.60	$2,742.13	$1,265.60	$15.82	$44,638.62	$3,719.89	$1,716.87	$21.46	$32,905.60	$34,221.72	$35,590.62	$37,014.12	$38,494.56	$39,649.48	$40,838.98	$42,064.10	$42,905.46	$43,763.46	$44,638.62
B	510	B-11	$34,550.62	$2,879.22	$1,328.87	$16.61	$46,870.46	$3,905.87	$1,802.71	$22.53	$34,550.62	$35,932.52	$37,369.80	$38,864.54	$40,419.08	$41,631.72	$42,880.76	$44,167.24	$45,050.46	$45,951.36	$46,870.46
B	511	B-12	$36,278.32	$3,023.19	$1,395.32	$17.44	$49,214.62	$4,101.22	$1,892.87	$23.66	$36,278.32	$37,729.38	$39,238.68	$40,808.30	$42,440.58	$43,713.80	$45,025.24	$46,375.94	$47,303.36	$48,249.50	$49,214.62
B	512	B-13	$38,091.56	$3,174.30	$1,465.06	$18.31	$51,674.48	$4,306.21	$1,987.48	$24.84	$38,091.56	$39,615.16	$41,199.86	$42,847.74	$44,561.66	$45,898.58	$47,275.54	$48,693.84	$49,667.80	$50,661.26	$51,674.48
B	513	B-14	$39,996.84	$3,333.07	$1,538.34	$19.23	$54,258.88	$4,521.57	$2,086.88	$26.09	$39,996.84	$41,596.62	$43,260.36	$44,990.66	$46,790.38	$48,194.12	$49,639.98	$51,129.26	$52,151.84	$53,194.96	$54,258.88
B	514	B-15	$41,996.50	$3,499.71	$1,615.25	$20.19	$56,971.72	$4,747.64	$2,191.22	$27.39	$41,996.50	$43,676.36	$45,423.30	$47,240.18	$49,129.86	$50,603.80	$52,121.94	$53,685.58	$54,759.38	$55,854.50	$56,971.72
B	515	B-16	$44,096.26	$3,674.69	$1,696.01	$21.20	$59,820.02	$4,985.00	$2,300.77	$28.76	$44,096.26	$45,860.10	$47,694.40	$49,602.28	$51,586.34	$53,133.86	$54,727.92	$56,369.82	$57,497.18	$58,647.16	$59,820.02
B	516	B-17	$46,301.06	$3,858.42	$1,780.81	$22.26	$62,810.80	$5,234.23	$2,415.80	$30.20	$46,301.06	$48,153.04	$50,079.12	$52,082.16	$54,165.54	$55,790.54	$57,464.16	$59,187.96	$60,371.74	$61,579.18	$62,810.80
B	517	B-18	$48,615.58	$4,051.30	$1,869.83	$23.37	$65,950.82	$5,495.90	$2,536.57	$31.71	$48,615.58	$50,560.12	$52,582.40	$54,685.80	$56,873.18	$58,579.30	$60,336.64	$62,146.76	$63,389.82	$64,657.58	$65,950.82
B	518	B-19	$51,046.84	$4,253.90	$1,963.34	$24.54	$69,248.66	$5,770.72	$2,663.41	$33.29	$51,046.84	$53,088.62	$55,212.04	$57,420.48	$59,717.32	$61,508.72	$63,353.94	$65,254.54	$66,559.74	$67,890.94	$69,248.66

			Range Minimum				Range Maximum			
Plan	SAP #	Grade	Annual	Monthly	Bi-Weekly	Hourly	Annual	Monthly	Bi-Weekly	Hourly
C	520	C-1	$30,819.10	$2,568.26	$1,185.35	$14.82	$46,228.52	$3,852.38	$1,778.02	$22.23
C	521	C-2	$33,900.88	$2,825.07	$1,303.88	$16.30	$50,851.58	$4,237.63	$1,955.83	$24.45
C	522	C-3	$37,290.76	$3,107.56	$1,434.26	$17.93	$55,936.66	$4,661.39	$2,151.41	$26.89
C	523	C-4	$41,020.46	$3,418.37	$1,577.71	$19.72	$61,530.04	$5,127.50	$2,366.54	$29.58
C	524	C-5	$45,122.22	$3,760.19	$1,735.47	$21.69	$67,683.20	$5,640.27	$2,603.20	$32.54
C	525	C-6	$49,634.26	$4,136.19	$1,909.01	$23.86	$74,451.52	$6,204.29	$2,863.52	$35.79
C	526	C-7	$54,597.66	$4,549.81	$2,099.91	$26.25	$81,896.88	$6,824.74	$3,149.88	$39.37
C	527	C-8	$60,057.66	$5,004.81	$2,309.91	$28.87	$90,086.36	$7,507.20	$3,464.86	$43.31
C	528	C-9	$66,063.40	$5,505.28	$2,540.90	$31.76	$99,095.10	$8,257.93	$3,811.35	$47.64
C	529	C-10	$72,669.74	$6,055.81	$2,794.99	$34.94	$109,004.74	$9,083.73	$4,192.49	$52.41
C	530	C-11	$79,936.22	$6,661.35	$3,074.47	$38.43	$119,904.72	$9,992.06	$4,611.72	$57.65
C	531	C-12	$87,930.70	$7,327.56	$3,381.95	$42.27	$131,895.14	$10,991.26	$5,072.89	$63.41
D	532	D-1	$43,901.78	$3,658.48	$1,688.53	$21.11	$74,632.74	$6,219.40	$2,870.49	$35.88
D	533	D-2	$50,486.80	$4,207.23	$1,941.80	$24.27	$85,828.08	$7,152.34	$3,301.08	$41.26
D	534	D-3	$58,060.34	$4,838.36	$2,233.09	$27.91	$98,702.24	$8,225.19	$3,796.24	$47.45
D	535	D-4	$66,769.04	$5,564.09	$2,568.04	$32.10	$113,506.90	$9,458.91	$4,365.65	$54.57
D	536	D-5	$76,784.24	$6,398.69	$2,953.24	$36.92	$130,533.26	$10,877.77	$5,020.51	$62.76
D	537	D-6	$88,301.72	$7,358.48	$3,396.22	$42.45	$150,113.34	$12,509.45	$5,773.59	$72.17

City of San Antonio

Attachment 58 - FY 2014 Budget Ordinance

Pay Plan FY 2014

as of 10/01/13

FY 2014		
SAP #	**Range Minimum**	**Range Maximum**
400	$18,200.00	$24,690.00
401	$20,292.00	$27,528.00
402	$21,307.00	$28,905.00
403	$22,372.00	$30,350.00
404	$23,491.00	$31,867.00
405	$24,665.00	$33,461.00
406	$25,898.00	$35,134.00
407	$27,193.00	$36,890.00
408	$28,553.00	$38,735.00
409	$29,981.00	$40,672.00
410	$31,480.00	$42,705.00
411	$33,054.00	$44,841.00
412	$34,706.00	$47,083.00
413	$36,442.00	$49,437.00
414	$38,264.00	$51,909.00
415	$40,177.00	$54,504.00
416	$42,186.00	$57,229.00
417	$44,295.00	$60,091.00
418	$46,510.00	$63,095.00
420	$28,080.00	$42,120.00
421	$30,888.00	$46,332.00
422	$33,976.00	$50,965.00
423	$37,374.00	$56,062.00
424	$41,112.00	$61,668.00
425	$45,223.00	$67,835.00
426	$49,745.00	$74,618.00
427	$54,720.00	$82,080.00
428	$60,192.00	$90,288.00
429	$66,211.00	$99,317.00
430	$72,832.00	$109,248.00
431	$80,116.00	$120,173.00
432	$40,000.00	$68,000.00
433	$46,000.00	$78,200.00
434	$52,900.00	$89,930.00
435	$60,835.00	$103,419.00
436	$69,960.00	$118,932.00
437	$80,454.00	$136,772.00
499	Unpaid	Unpaid

Attachment 59

FY 2014 Civilian Healthcare Plans

	CDHP		NEW VALUE		PREMIER	
	Civilian Pre-2009	Civilian Post-2009	Civilian Pre-2009	Civilian Post-2009	Civilian Pre-2009	Civilian Post-2009
	Premiums		**Premiums**		**Premiums**	
Employee Only	$0	$0	$40	$83	$214	$299
Employee + Children/EE+1	$16	$32	$105	$194	$437	$587
Employee + Spouse	$46	$92	$196	$308	$597	$768
Family/Employee +2	$65	$130	$265	$414	$817	$1,065
	Deductible		**Deductible**		**Deductible**	
In-Network Individual	$1,250		$1,250		$600	
In-Network Family	$2,500		$2,500		$1,500	
Out-of Network Individual	$2,500		$2,500		$1,200	
Out-of Network Family	$5,000		$5,000		$3,000	
	Out-Of-Pocket (OOP) Maximum		**Out-Of-Pocket (OOP) Maximum**		**Out-Of-Pocket (OOP) Maximum**	
In-Network Individual	$4,000		$3,000		$2,200	
In-Network Family	$8,000		$6,000		$4,400	
Out-of Network Individual	$8,000		$6,000		$3,400	
Out-of Network Family	$16,000		$12,000		$6,800	
	Co-Insurance		**Co-Pays**		**Co-Pays**	
Primary Care Physician Copay	20% after deductible		$30		$30	
Premium Designation Specialist	20% after deductible		$35		$35	
Specialist	20% after deductible		$55		$55	
Urgent Care	20% after deductible		$50		$50	
	Pharmacy [1]		**Pharmacy**		**Pharmacy**	
Tier 1 (Generics)	20% after deductible		$10		$10	
Tier 2 (Preferred Brand Formulary)	20% after deductible		$35		$35	
Tier 3 (Non-Preferrred Brand)	20% after deductible		$65		$65	
Tier 4 (Specialty)	20% after deductible		$100		$100	
			Value Base Co-Pays (Diabetes Rx)		**Value Base Co-Pays (Diabetes Rx)**	
Tier 1 (Generics)	20% after deductible		$0		$0	
Tier 2 (Preferred Brand Formulary)	20% after deductible		$10		$10	
Tier 3 (Non-Preferrred Brand)	20% after deductible		$20		$20	

Notes

1) IRS approved maintenance mediciation covered at 20% of cost maintenance medications for CDHP

Attachment 60

FY 2014 Civilian Retiree Healthcare Plans

Non-Medicare

	CDHP					New Value					Premier				
	Retirees (30+ Years)	Retirees (25 to 29 Years)	Retirees (20 to 24 Years)	Retirees (19 Years or less)	Retirees (5-9 years Hired after 10/1/2007)	Retirees (30+ Years)	Retirees (25 to 29 Years)	Retirees (20 to 24 Years)	Retirees (19 Years or less)	Retirees (5-9 years Hired after 10/1/2007)	Retirees (30+ Years)	Retirees (25 to 29 Years)	Retirees (20 to 24 Years)	Retirees (19 Years or less)	Retirees (5-9 years Hired after 10/1/2007)
	Premiums					**Premiums**					**Premiums**				
Retiree Only	$175	$191	$207	$260	$723.10	$237	$263	$284	$344	$813.69	$464	$506	$544	$606	$1,713.12
Retiree +1	$350	$368	$407	$541	$1,414.51	$448	$481	$529	$667	$1,584.45	$910	$1,001	$1,084	$1,214	$3,351.18
Reitree +2 or more	$500	$529	$585	$781	$1,931.42	$621	$669	$737	$933	$2,160.84	$1,219	$1,343	$1,455	$1,625	$4,575.82
	Deductible					**Deductible**					**Deductible**				
In-Network Individual	$1,250					$1,250					$600				
In-Network Family	$2,500					$2,500					$1,500				
Out-of Network Individual	$2,500					$2,500					$1,200				
Out-of Network Family	$5,000					$5,000					$3,000				
	Out-Of-Pocket (OOP) Maximum					**Out-Of-Pocket (OOP) Maximum**					**Out-Of-Pocket (OOP) Maximum**				
In-Network Individual	$4,000					$3,000					$2,200				
In-Network Family	$8,000					$6,000					$4,400				
Out-of Network Individual	$8,000					$6,000					$3,400				
Out-of Network Family	$16,000					$12,000					$6,800				
	Co-Insurance					**Co-Pays**					**Co-Pays**				
Primary Care Physician Copay	20% after deductible					$30					$30				
Premium Designation Specialist	20% after deductible					$35					$35				
Specialist	20% after deductible					$55					$55				
Urgent Care	20% after deductible					$50					$50				
	Pharmacy [1]					**Pharmacy**					**Pharmacy**				
Tier 1 (Generics)	20% after deductible					$10					$10				
Tier 2 (Preferred Brand Formulary)	20% after deductible					$35					$35				
Tier 3 (Non-Preferrred Brand)	20% after deductible					$65					$65				
Tier 4 (Specialty)	20% after deductible					$100					$100				
						Value Base Co-Pays (Diabetes Rx)					**Value Base Co-Pays (Diabetes Rx)**				
Tier 1 (Generics)	20% after deductible					$0					$0				
Tier 2 (Preferred Brand Formulary)	20% after deductible					$10					$10				
Tier 3 (Non-Preferrred Brand)	20% after deductible					$20					$20				

Medicare-Advantage Plan[2]

	Humana PPO					Humana HMO				
	Retirees (30+ Years)	Retirees (25 to 29 Years)	Retirees (20 to 24 Years)	Retirees (19 Years or less)	Retirees (5-9 years Hired after 10/1/2007)	Retirees (30+ Years)	Retirees (25 to 29 Years)	Retirees (20 to 24 Years)	Retirees (19 Years or less)	Retirees (5-9 years Hired after 10/1/2007)
	Premiums					**Premiums**				
Retiree Only	$69	$75	$80	$103	$229.45	$42	$45	$49	$58	$138
Retiree +1	$138	$152	$161	$207	$458.90	$77	$83	$94	$138	$276
Reitree +2 or more	$207	$227	$241	$310	$688.35	$115	$124	$141	$195	$414

Notes

1) IRS approved maintenance mediciation covered at 20% of cost for CDHP only

2) The City of San Antonio has contracted with Humana to provide retired Medicare eligible retirees the option of two fully insured Medicare Advantage plans developed and approved by the Center for Medicare and Medicaid Services (CMS).

PERSONNEL SCHEDULE
BY FUND AND DEPARTMENT
FY 2014 ADOPTED BUDGET

Attachment 61 - FY 2014 Budget Ordinance

GENERAL FUND	*Effective 10/1/2013* FY 2014 ADOPTED	*Effective 7/1/2014* FY 2014 ADOPTED
Animal Care Services	130	130
Center City Development	9	9
City Attorney	67	67
City Auditor	23	23
City Clerk	32	32
City Manager	19	19
Code Enforcement Services	139	139
Communications & Public Affairs	63	63
Customer Service & 311 System	0	0
Delegate Agencies	0	0
Downtown Operations	47	47
Economic Development	27	27
Finance	96	96
Fire	1,780	1,783
Health	113	113
Historic Preservation	12	12
Human Resources	41	41
Human Services	102	102
Intergovernmental Relations	6	6
Library	517	517
Management & Budget	25	25
Mayor & Council	19	19
Municipal Court	181	181
Non-Departmental/Non-Operating	24	24
Parks & Recreation	581	581
Planning & Community Development	22	22
Police	2,941	2,941
Public Works	321	321
TOTAL GENERAL FUND	**7,337**	**7,340**

OTHER FUNDS	FY 2014 ADOPTED	FY 2014 ADOPTED
Advanced Transportation District Fund	24	24
Aviation Fund	479	479
Capital Improvements Management Services Fund	205	205
Child Safety Fund	262	262
Community & Visitor Facilities Fund	319	319
Convention & Visitors Bureau Fund	128	128
Culture & Creative Development Fund	18	18
Development Services Fund	233	233
Economic Development Incentive Fund	1	1
Energy Efficiency Fund	4	4
Facility Services Fund	122	122
Fleet Services Fund	172	172
Information Technology Services Fund	226	226
Juvenile Case Manager Fund	12	12
Market Square Fund	8	8
Municipal Courts Security Fund	8	8
Municipal Courts Technology Fund	1	1
Official City Store Fund	10	10
Parking Facilities Fund	95	95
Parks Environmental Fund	95	95
Purchasing and General Services Fund	44	44
Self Insurance Funds	68	68
Solid Waste Fund[1]	572	572
Storm Water Operations Fund	253	253
Storm Water Regional Facilities Fund	12	12
Streets Right of Way Management Fund	21	21
TIF Unit Fund	8	8
Tree Mitigation Fund	2	2
Westside Development Corporation Fund	0	0
TOTAL OTHER FUNDS	**3,402**	**3,402**
TOTAL ALL FUNDS[2]	**10,739**	**10,742**

TOTAL GRANTS	**550**	**550**

TOTAL AUTHORIZED POSITIONS	**11,289**	**11,292**

	FY 2014 ADOPTED	FY 2014 ADOPTED
Internal Services/Alternate Svc. Employee Fund	2,196	2,196

[1]Includes 5 positions in the Office of Sustainability.

[2]Does not include 158 positions added in FY 2014 for Pre-K 4 SA.

Table 5 – New Appropriations

CAPITAL IMPROVEMENTS PROGRAM BY REVENUE SOURCE-INITIAL PLAN
For FY 2014 Through FY 2019
(Dollars in Thousands)

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
2003 STORM WATER REVENUE BOND							
PUBLIC WORKS							
SEMLINGER ROAD (LORD TO RIGSBY)	11	0	0	0	0	0	11
TOTAL PUBLIC WORKS	11	0	0	0	0	0	11
TOTAL 2003 STORM WATER REVENUE BOND	**11**	**0**	**0**	**0**	**0**	**0**	**11**
2005 STORM WATER REVENUE BOND							
PUBLIC WORKS							
SAN ANTONIO RIVER IMPROVEMENTS	2,036	0	0	0	0	0	2,036
TOTAL PUBLIC WORKS	2,036	0	0	0	0	0	2,036
TOTAL 2005 STORM WATER REVENUE BOND	**2,036**	**0**	**0**	**0**	**0**	**0**	**2,036**
2007 GO PARK & RECREATION IMPROVEMENT BOND							
CAPITAL IMPROVEMENTS MGMT SVCS							
BEACON HILL PARK	150	0	0	0	0	0	150
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	150	0	0	0	0	0	150
TOTAL 2007 GO PARK & RECREATION IMPROVEMENT BOND	**150**	**0**	**0**	**0**	**0**	**0**	**150**
2007 GO STREET IMPROVEMENT BOND							
CAPITAL IMPROVEMENTS MGMT SVCS							
FORT SAM TRANSPORTATION PROJECTS	1,000	0	0	0	0	0	1,000
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	1,000	0	0	0	0	0	1,000
PUBLIC WORKS							
CLARK (FAIR TO SOUTHCROSS)	299	0	0	0	0	0	299
COMMERCIAL AVE (S.W. MILITARY DR TO GILLETTE)	295	0	0	0	0	0	295
TOTAL PUBLIC WORKS	594	0	0	0	0	0	594
TOTAL 2007 GO STREET IMPROVEMENT BOND	**1,594**	**0**	**0**	**0**	**0**	**0**	**1,594**

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
2007 GO STREET IMPROVEMENT BOND-A							
PUBLIC WORKS							
24TH STREET IMPROVEMENTS (OUR LADY OF THE LAKE UNIVERSITY)	150	0	0	0	0	0	150
TOTAL PUBLIC WORKS	150	0	0	0	0	0	150
TOTAL 2007 GO STREET IMPROVEMENT BOND-A	**150**	**0**	**0**	**0**	**0**	**0**	**150**
ADVANCED TRANSPORTATION DISTRICT							
PUBLIC WORKS							
ATD FY 2014 AUDIBLE PEDESTRIAN SIGNALS	100	0	0	0	0	0	100
ATD FY 2014 BIKE FACILITIES/POSTS/RACKS	960	0	0	0	0	0	960
ATD FY 2014 INTERSECTION IMPROVEMENTS	500	0	0	0	0	0	500
ATD FY 2014 SCHOOL ZONE IMPROVEMENTS	100	0	0	0	0	0	100
ATD FY 2014 SIDEWALKS	3,900	0	0	0	0	0	3,900
ATD FY 2014 SIDEWALKS TO SCHOOLS	4,500	0	0	0	0	0	4,500
ATD FY 2014 TRAFFIC SIGNAL DETECTION	500	0	0	0	0	0	500
ATD FY 2014 UNINTERRUPTIBLE POWER SUPPLY	75	0	0	0	0	0	75
TOTAL PUBLIC WORKS	10,635	0	0	0	0	0	10,635
TOTAL ADVANCED TRANSPORTATION DISTRICT	**10,635**	**0**	**0**	**0**	**0**	**0**	**10,635**
COMMUNITY DEVELOPMENT BLOCK GRANT							
PLANNING AND COMMUNITY DEV							
EASTSIDE CHOICE NEIGHBORHOOD TRANSFORMATION	1,200	0	0	0	0	0	1,200
TOTAL PLANNING AND COMMUNITY DEV	1,200	0	0	0	0	0	1,200
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT	**1,200**	**0**	**0**	**0**	**0**	**0**	**1,200**
FACILITY SERVICES FUND							
CAPITAL IMPROVEMENTS MGMT SVCS							
MUNICIPAL COURT REDESIGN	222	0	0	0	0	0	222
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	222	0	0	0	0	0	222
TOTAL FACILITY SERVICES FUND	**222**	**0**	**0**	**0**	**0**	**0**	**222**

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
GENERAL FUND							
CAPITAL IMPROVEMENTS MGMT SVCS							
MUNICIPAL COURT REDESIGN	323	0	0	0	0	0	323
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	323	0	0	0	0	0	323
TOTAL GENERAL FUND	**323**	**0**	**0**	**0**	**0**	**0**	**323**
HOME INVESTMENT PARTNERSHIP GRANT							
PLANNING AND COMMUNITY DEV							
EASTSIDE CHOICE NEIGHBORHOOD TRANSFORMATION	1,400	0	0	0	0	0	1,400
TOTAL PLANNING AND COMMUNITY DEV	1,400	0	0	0	0	0	1,400
TOTAL HOME INVESTMENT PARTNERSHIP GRANT	**1,400**	**0**	**0**	**0**	**0**	**0**	**1,400**
HOTEL OCCUPANCY TAX							
CAPITAL IMPROVEMENTS MGMT SVCS							
WITTE MUSEUM	4,000	0	0	0	0	0	4,000
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	4,000	0	0	0	0	0	4,000
TOTAL HOTEL OCCUPANCY TAX	**4,000**	**0**	**0**	**0**	**0**	**0**	**4,000**
HOUSING & URBAN DEVELOPMENT 108 LOAN PROGRAM							
PLANNING AND COMMUNITY DEV							
EASTSIDE CHOICE NEIGHBORHOOD TRANSFORMATION	1,000	0	0	0	0	0	1,000
TOTAL PLANNING AND COMMUNITY DEV	1,000	0	0	0	0	0	1,000
TOTAL HOUSING & URBAN DEVELOPMENT 108 LOAN PROGRAM	**1,000**	**0**	**0**	**0**	**0**	**0**	**1,000**
OTHER EVENTS TRUST FUND							
CONVENTION FACILITIES							
CARVER-HVAC UPGRADES	75	0	0	0	0	0	75
CARVER-STAGE AND AUDIO UPGRADES	41	0	0	0	0	0	41
TOTAL CONVENTION FACILITIES	116	0	0	0	0	0	116
TOTAL OTHER EVENTS TRUST FUND	**116**	**0**	**0**	**0**	**0**	**0**	**116**

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
PRIOR ISSUED CERTIFICATES OF OBLIGATION							
CAPITAL IMPROVEMENTS MGMT SVCS							
BRACKENRIDGE ADOPTION, EDUCATION AND SPAY/NEUTER CLINIC	200	0	0	0	0	0	200
CASA DE MEXICO AND ALAMEDA THEATER COMPLEX	20	0	0	0	0	0	20
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	220	0	0	0	0	0	220
SA METRO HEALTH DISTRICT							
HEALTH STD CLINIC	200	0	0	0	0	0	200
TOTAL SA METRO HEALTH DISTRICT	200	0	0	0	0	0	200
TOTAL PRIOR ISSUED CERTIFICATES OF OBLIGATION	**420**	**0**	**0**	**0**	**0**	**0**	**420**
PROP 1 - FY 2000 EDWARDS AQUIFER RECHARGE ZONE							
PARKS AND RECREATION							
FRIEDRICH ACQUISITION	475	0	0	0	0	0	475
TOTAL PARKS AND RECREATION	475	0	0	0	0	0	475
TOTAL PROP 1 - FY 2000 EDWARDS AQUIFER RECHARGE ZONE	**475**	**0**	**0**	**0**	**0**	**0**	**475**
PROP 1 - FY 2010 EDWARDS AQUIFER RECHARGE ZONE							
CAPITAL IMPROVEMENTS MGMT SVCS							
EDWARDS AQUIFER LAND ACQUISITIONS	16,075	0	0	0	0	0	16,075
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	16,075	0	0	0	0	0	16,075
TOTAL PROP 1 - FY 2010 EDWARDS AQUIFER RECHARGE ZONE	**16,075**	**0**	**0**	**0**	**0**	**0**	**16,075**
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT							
PARKS AND RECREATION							
ALAZAN CREEK (WOODLAWN LAKE TO LOMBRANO)	414	0	0	0	0	0	414
APACHE CREEK (COMMERCE ST. TO 24TH ST.)	178	0	0	0	0	0	178
APACHE CREEK/SAN PEDRO CREEK SOUTH	472	0	0	0	0	0	472
CREEKWAY PUBLIC ART	360	0	0	0	0	0	360
CULEBRA CREEK (SHAENFIELD TO CULEBRA CREEK PARK)	200	0	0	0	0	0	200
CULEBRA CREEK GRNWAY (CATHEDRAL ROCK PRK TO GRISSOM RD)	2,500	0	0	0	0	0	2,500
FT. SAM HOUSTON TRAIL (JOHN JAMES PARK TO JACK WHITE PARK)	795	0	0	0	0	0	795
HUEBNER CREEK (CONNECTION TO LEON CREEK GREENWAY)	770	0	0	0	0	0	770

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
HUESTA CREEK (BAMBERGER PARK TO HAUSMAN ROAD)	82	0	0	0	0	0	82
LEON GREENWAY TO SALADO GREENWAY CONNECT	2,000	0	0	0	0	0	2,000
MARTINEZ CREEK (FREDERICKSBURG TO CINCINNATI)	596	0	0	0	0	0	596
OLMOS CREEK (OLMOS PARK TO BASSE RD.)	890	0	0	0	0	0	890
SALADO CREEK (SOUTHSIDE LIONS PARK TO SE MILITARY DRIVE)	500	0	0	0	0	0	500
TOTAL PARKS AND RECREATION	9,757	0	0	0	0	0	9,757
TOTAL PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	**9,757**	**0**	**0**	**0**	**0**	**0**	**9,757**
PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT							
PARKS AND RECREATION							
CITYWIDE CREEKWAY TRAIL DEVELOPMENT	200	0	0	0	0	0	200
FT. SAM HOUSTON TRAIL (JOHN JAMES PARK TO JACK WHITE PARK)	1,736	0	0	0	0	0	1,736
LEON CREEK GREENWAY (BANDERA RD. TO INGRAM RD) + (INGRAM RD TO MILITARY)	100	0	0	0	0	0	100
TOTAL PARKS AND RECREATION	2,036	0	0	0	0	0	2,036
TOTAL PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	**2,036**	**0**	**0**	**0**	**0**	**0**	**2,036**
PROP 3 - 2000 LINEAR PARK PROJECT							
PARKS AND RECREATION							
CITYWIDE CREEKWAY TRAIL DEVELOPMENT	50	0	0	0	0	0	50
TOTAL PARKS AND RECREATION	50	0	0	0	0	0	50
TOTAL PROP 3 - 2000 LINEAR PARK PROJECT	**50**	**0**	**0**	**0**	**0**	**0**	**50**
PUBLIC EDUCATION GOVERNMENT FUND							
COMMUNICATIONS & PUBLIC AFFAIR							
PLAZA DE ARMAS STUDIO EQUIPMENT	7,750	0	0	0	0	0	7,750
TOTAL COMMUNICATIONS & PUBLIC AFFAIR	7,750	0	0	0	0	0	7,750
TOTAL PUBLIC EDUCATION GOVERNMENT FUND	**7,750**	**0**	**0**	**0**	**0**	**0**	**7,750**

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
SOLID WASTE CONTINGENCY FUND							
SOLID WASTE MANAGEMENT							
BULKY WASTE DROP OFF CENTER # 4	1,780	0	0	0	0	0	1,780
BULKY WASTE DROP OFF CENTER #3	2,460	0	0	0	0	0	2,460
TOTAL SOLID WASTE MANAGEMENT	4,240	0	0	0	0	0	4,240
TOTAL SOLID WASTE CONTINGENCY FUND	**4,240**	**0**	**0**	**0**	**0**	**0**	**4,240**
SOLID WASTE OPERATING FUND							
PUBLIC WORKS							
FY 2014 ALLEY MAINTENANCE	1,000	0	0	0	0	0	1,000
TOTAL PUBLIC WORKS	1,000	0	0	0	0	0	1,000
TOTAL SOLID WASTE OPERATING FUND	**1,000**	**0**	**0**	**0**	**0**	**0**	**1,000**
STORM WATER OPERATING FUND							
PUBLIC WORKS							
FY 2014 ALLEY MAINTENANCE	1,000	0	0	0	0	0	1,000
HUNT LN @ HATFIELD DR OUTFALL REPLACEMENT	100	0	0	0	0	0	100
LWC #14 SUGAR CREST DRIVE	224	0	0	0	0	0	224
OLD CORPUS CHRISTI CULVERT IMPROVEMENTS	102	0	0	0	0	0	102
STELLA PIPE DRAIN REPLACEMENT	300	0	0	0	0	0	300
TOTAL PUBLIC WORKS	1,726	0	0	0	0	0	1,726
TOTAL STORM WATER OPERATING FUND	**1,726**	**0**	**0**	**0**	**0**	**0**	**1,726**
STORM WATER REGIONAL FACILITIES FUND							
PUBLIC WORKS							
ALAMO @ GUENTHER - PHASE II	717	0	0	0	0	0	717
BARBARA DRIVE AREA DRAINAGE	2,950	0	0	0	0	0	2,950
CASTLERIDGE/SLICK CREEK RANCH IMPR	250	0	0	0	0	0	250
MOUNTAIN VIEW ESTATES DRAINAGE IMPROVEMENT	300	0	0	0	0	0	300

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
SALADO CREEK TRIB B RESTORATION	2,294	0	0	0	0	0	2,294
TWIN FALLS CLIFF STABILIZATION	900	0	0	0	0	0	900
WESTOVER VALLEY RELIEF CHANNEL	500	0	0	0	0	0	500
TOTAL PUBLIC WORKS	7,911	0	0	0	0	0	7,911
TOTAL STORM WATER REGIONAL FACILITIES FUND	**7,911**	**0**	**0**	**0**	**0**	**0**	**7,911**
UNISSUED 2014 SELF SUPPORTING TAX NOTES							
BUILDING & EQUIPMENT SERVICES							
CITYWIDE FACILITY NEEDS	3,549	0	0	0	0	0	3,549
TOTAL BUILDING & EQUIPMENT SERVICES	3,549	0	0	0	0	0	3,549
CAPITAL IMPROVEMENTS MGMT SVCS							
BROOKS CITY BASE INFRASTRUCTURE IMPROVEMENTS	3,000	0	0	0	0	0	3,000
RIVERWALK IMPROVEMENT PROJECTS (HISTORIC RIVER BEND)	1,800	0	0	0	0	0	1,800
UTSA BLVD.	3,811	0	0	0	0	0	3,811
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	8,611	0	0	0	0	0	8,611
PUBLIC WORKS							
FY 2014 STREET MAINTENANCE PROJECTS	18,762	0	0	0	0	0	18,762
PORT AUTHORITY OF SAN ANTONIO INFRASTRUCTURE IMPROVEMENTS	3,700	0	0	0	0	0	3,700
TOTAL PUBLIC WORKS	22,462	0	0	0	0	0	22,462
TOTAL UNISSUED 2014 SELF SUPPORTING TAX NOTES	**34,622**	**0**	**0**	**0**	**0**	**0**	**34,622**
UNISSUED CERTIFICATES OF OBLIGATION							
CAPITAL IMPROVEMENTS MGMT SVCS							
FY 2014 RESERVE FOR FIRE ENGINE COMPANY	780	0	0	0	0	0	780
FY 2014 RESERVE FOR FUTURE CAPITAL PROJECTS	4,220	0	0	0	0	0	4,220
UTSA BLVD.	2,189	0	0	0	0	0	2,189
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	7,189	0	0	0	0	0	7,189
TOTAL UNISSUED CERTIFICATES OF OBLIGATION	**7,189**	**0**	**0**	**0**	**0**	**0**	**7,189**

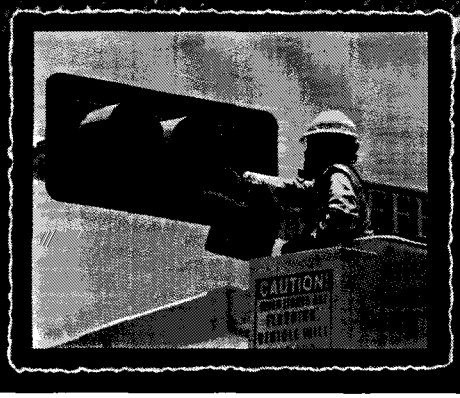
REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
WOLFF STADIUM BUILDING FUND							
ALAMODOME							
WOLFF STADIUM - BLDG REPAIRS/UPGRADES	585	0	0	0	0	0	585
TOTAL ALAMODOME	585	0	0	0	0	0	585
TOTAL WOLFF STADIUM BUILDING FUND	**585**	**0**	**0**	**0**	**0**	**0**	**585**
Grand Total	**116,674**	**0**	**0**	**0**	**0**	**0**	**116,674**

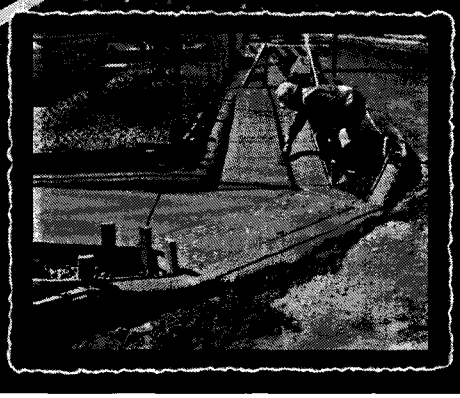
DEPARTMENT OF PUBLIC WORKS

ADOPTED INFRASTRUCTURE MANAGEMENT PROGRAM (IMP)

FY 2014-2018

- ADVANCED TRANSPORTATION DISTRICT (ATD) IMPROVEMENTS
- STREET MAINTENANCE
- ALLEY MAINTENANCE
- DRAINAGE MAINTENANCE
- TRAFFIC SIGNALS
- PAVEMENT MARKINGS
- SIDEWALKS





Executive Summary

The Infrastructure Management Program (IMP) is a five-year rolling program which funds San Antonio's infrastructure maintenance projects. Public Works focuses on adding projects to the program's fifth year and making refinements to projects scheduled in the previous four years. The proposed five-year IMP for each district is presented annually to City Council Districts for their review and input. After each Council District has reviewed their plan, the IMP is finalized and submitted to the Office of Management and Budget (OMB) for inclusion in the annual budget for the upcoming fiscal year. Upon approval, funding for the first fiscal year of the five-year program is made available after October 1st. Programmed projects **may** be changed or reprioritized due to Council requests, budgetary constraints, or other unforeseen conditions. All project changes require a concurrence memorandum from the affected Council District(s).

The table below shows the programs and funding sources incorporated in the IMP:

Program	Funding Source
Street Maintenance	General Fund
Pavement Markings	
Traffic Signal	
Drainage Maintenance	Stormwater Operating Fund
Alley Maintenance	Stormwater Operating Fund & Solid Waste Operating Fund
Sidewalk Maintenance	Advanced Transportation District (ATD)
Other ATD	
School Zone Improvements	

The IMP enables the City to manage the infrastructure through a technical process in which staff analyzes infrastructure needs, develops and recommends priorities to City Council for their review and approval. Benefits of adopting a five year program include a higher degree of certainty in the program schedule, improved utility coordination, and greater transparency with the public.

In accordance with the priorities expressed by the public and City Council, the adopted budget for FY 2014 maintains funding for Street Maintenance and increases funding for Sidewalks and Drainage. The $55 million IMP includes $36 million allocated to Streets, $8.5 million for Sidewalks (of which $4.5 million is for Sidewalks to Schools), $3.5 million for Drainage and $7 million for Markings, Alleys, Traffic Signals and Bike Facilities.

The proposed projects in the attached report are divided by program and have been sorted by fiscal year, council district, application/project type, and street/project name.

Should you have any questions or would like further clarification please contact the City of San Antonio Department of Public Works at (210) 207-8022.

October 2013 (FY 2014)

Table of Contents

Executive Summary i

Street Maintenance Program 1

Alley Maintenance Program 77

Drainage Maintenance Program 82

Sidewalk Program 93

Traffic Signal Program 98

Pavement Markings Program 99

Advanced Transportation District (ATD) 106

ATD School Zone Improvements 114

District	Fiscal Year	Street	From Street	To Street	Application Type
1	2014	Arroya Vista Dr	Montview	Dead End	Rehabilitation
1	2014	Bonham	E Crockett St	Elm St	Rehabilitation
1	2014	Breeden St	Fresno	Santa Monica	Rehabilitation
1	2014	Breeden St	Santa Monica	W Hildebrand Ave	Rehabilitation
1	2014	Cornell	Kensington Ave	N Brazos St	Rehabilitation
1	2014	E Hildebrand Ave	McCullough Ave	Shook Ave	Rehabilitation
1	2014	E Laurel St	N Main Ave	McCullough Ave	Rehabilitation
1	2014	Erie	E Elmira St	E Laurel & Paschal	Rehabilitation
1	2014	Fresno	IH 10 W Access Rd	San Pedro Ave	Rehabilitation
1	2014	Kinder	Milo	Beacon Ave	Rehabilitation
1	2014	Lampost	Arroya Vista Dr	Northway	Rehabilitation
1	2014	Ledge Ln	Shook Ave	Kings Ct	Rehabilitation
1	2014	Lewis St	Marshall St	W Euclid Ave	Rehabilitation
1	2014	Losoya	E Houston St	E Commerce St	Rehabilitation
1	2014	Lotus St	S St Mary's	S Presa St	Rehabilitation
1	2014	Lovera Blvd	Capitol Ave	Grant Ave	Rehabilitation
1	2014	Marshall St	N Flores St	Lewis St	Rehabilitation
1	2014	Mccullough Ave	Oblate	Shannon Lee	Rehabilitation
1	2014	Mccullough Ave	E Rampart	Shadywood Ln	Rehabilitation
1	2014	Meridian Ave	Cincinnati Ave	Culebra Rd	Rehabilitation
1	2014	Montview	Arroya Vista Dr	Jackson-Keller Rd	Rehabilitation
1	2014	N Comal St	Fredericksburg Rd	Hickman St	Rehabilitation
1	2014	N St Mary's	Us Hwy 281 N Access Rd	E Ashby Place	Rehabilitation
1	2014	Ogden St	E Cypress	E Evergreen	Rehabilitation
1	2014	Princeton	N Brazos St	Fredericksburg Rd	Rehabilitation
1	2014	Sacramento	Beacon Ave	Carney	Rehabilitation
1	2014	San Pedro Ave	Clower	W Lullwood Ave	Rehabilitation
1	2014	San Pedro Ave	El Monte Blvd	Clower	Rehabilitation
1	2014	Sandalwood	Mike	Errol	Rehabilitation
1	2014	Saratoga	Wonder Pkwy	Dead End	Rehabilitation
1	2014	University	Kensington Ave	N Brazos St	Rehabilitation
1	2014	Vitra	S Presa St	S St Mary's	Rehabilitation
1	2014	W Hildebrand Ave	Brad	Warner Ave	Rehabilitation
1	2014	W Mistletoe	Blanco Rd	San Pedro Ave	Rehabilitation
1	2014	W Myrtle St	N Comal St	N Flores St	Rehabilitation
1	2014	W Myrtle St	N Comal St	Dead End	Rehabilitation
1	2014	Zilla St	Belknap St	Zilla St	Rehabilitation
1	2014	10th St	Ih 37 S Access Rd	Dead End	Sealant
1	2014	4th St	Bonham	Lexington Ave	Sealant
1	2014	8th St	Ih 37 S Access Rd	Dead End	Sealant
1	2014	Anne Lewis	Grotto Blvd	Veda Mae	Sealant
1	2014	Arroya Vista Dr	Blanco Rd	Green Meadow Blvd	Sealant
1	2014	Atlanta Ave	E Elmira St	E Laurel & Gillespie	Sealant
1	2014	Ave Del Rey	San Pedro Ave	Ave Maria Dr	Sealant
1	2014	Ave Maria Dr	Jackson-keller Rd	San Pedro Ave	Sealant
1	2014	Avenue B	E Jones Ave	4th St	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
1	2014	Beacon Ave	kinder	San Angelo	Sealant
1	2014	Blum	Bowie St	Elm St	Sealant
1	2014	Burwood Ln	Breeden St & Mellifff	Blanco Rd	Sealant
1	2014	Camargo	S Presa St	Barrera	Sealant
1	2014	Canal	Callaghan Ave	Leigh St	Sealant
1	2014	Canal	Camargo	Callaghan Ave	Sealant
1	2014	Constance	Crofton	E Guenther St	Sealant
1	2014	Crofton	E Guenther St	Constance	Sealant
1	2014	Devine St	S Presa St	Labor	Sealant
1	2014	Dubies Dr	Dipper	Jackson-keller Rd	Sealant
1	2014	E Dewey Place	W Dewey Place & N Main Ave	N St Mary's	Sealant
1	2014	E Guenther St	S Alamo St	Barbe St	Sealant
1	2014	E Josephine St	W Josephine St	Avenue B	Sealant
1	2014	Eager	Devine St	Sadie St	Sealant
1	2014	Eager	Callaghan Ave	Devine St	Sealant
1	2014	Elm St	Blum	E Commerce St	Sealant
1	2014	Haby	Blanco Rd	Dead End East	Sealant
1	2014	Labor	Sadie St	Florida	Sealant
1	2014	Lotus St	S Presa St	Dead End	Sealant
1	2014	Marquis Ln	Mccullough Ave	Jones Maltsberger Rd	Sealant
1	2014	Melba Dr	Oblate	Mountaintop Blvd	Sealant
1	2014	Mike	Springwood Ln	Sandalwood	Sealant
1	2014	Mountaintop Blvd	Linda Dr	Barbara	Sealant
1	2014	N Alamo St	E Jones Ave	4th St	Sealant
1	2014	N Main Ave	Ih 35 N	E Cypress & W Cypress	Sealant
1	2014	N St Mary's	E Ashby Place & Terry Ct	W Josephine	Sealant
1	2014	Neer Ave	W Hollywood Ave	W Hildebrand Ave	Sealant
1	2014	Panama	S Presa St	Conrad	Sealant
1	2014	Pereida St	S Presa St	S Alamo St	Sealant
1	2014	Playmoor	S St Mary's	S Presa St	Sealant
1	2014	Riddle	Devine St	Vance St	Sealant
1	2014	Sadie St	Labor	S Presa St	Sealant
1	2014	San Angelo	Blanco Rd	Beacon Ave	Sealant
1	2014	San Pedro Ave	Oblate	W Rector	Sealant
1	2014	Savannah	Wonder Pkwy	Vance Jackson	Sealant
1	2014	Savannah	Saxon	Wonder Pkwy	Sealant
1	2014	Shearer Hills	Jackson-keller Rd	Veda Mae & Ave Maria Dr	Sealant
1	2014	Shearer Hills	Veda Mae	Oblate	Sealant
1	2014	Springwood Ln	Mike	Errol	Sealant
1	2014	Susan Carrol	Grotto Blvd	Shearer Hills	Sealant
1	2014	Vance St	S Presa St	Labor	Sealant
1	2014	Veda Mae	Grotto Blvd	Shearer Hills & Ave Maria Dr	Sealant
1	2014	W Cevallos	S Flores St	Ih 35 S Access Rd	Sealant
1	2014	W Hildebrand Ave	West Ave	Fredericksburg Rd & Club Dr	Sealant
1	2014	W Josephine St	E Josephine St	N St Mary's	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
1	2014	W Lullwood Ave	Neer Ave	Brad	Sealant
1	2014	West Ave	Gardina St	W Ridgewood Ct	Sealant
2	2014	Action Ln	Pecan Valley Dr	Supreme	Rehabilitation
2	2014	Adamston	J St	Cul-De-Sac	Rehabilitation
2	2014	Alling	Broadway	N Alamo St	Rehabilitation
2	2014	Aurelia St	Rigsby Ave	Roland Ave	Rehabilitation
2	2014	Denver Blvd	S New Braunfels Ave	S Walters St	Rehabilitation
2	2014	E Drexel Ave	Pecan Valley Dr	Dead End	Rehabilitation
2	2014	E Grayson St	Broadway	N New Braunfels Ave	Rehabilitation
2	2014	Factory Hill	N Ww White Rd	N Ww White Rd	Rehabilitation
2	2014	J St	Pecan Valley Dr	Dead End	Rehabilitation
2	2014	Midcrown Dr	Eisenhauer Rd & Midcrown Dr E	Walzem Rd	Rehabilitation
2	2014	Montana	S Cherry	S Hackberry St	Rehabilitation
2	2014	N St Marys	E Mulberry Ave	Entrance to Augies Restaurant	Rehabilitation
2	2014	Nellie	G St	H St	Rehabilitation
2	2014	Seale Rd	N WW White Rd	Dead End	Rehabilitation
2	2014	Serna Park	Hartline Dr	Dead End	Rehabilitation
2	2014	Sun Beam	Supreme	Cul-De-Sac	Rehabilitation
2	2014	Supreme	J st	Action Ln	Rehabilitation
2	2014	Thornwood	Rittiman Rd	Woodbrook	Rehabilitation
2	2014	Upland Dr	E Houston St	Martin Luther King Dr	Rehabilitation
2	2014	Westfall Ave	S Cherry	S Hackberry St	Rehabilitation
2	2014	Woodbrook	Woodhill	Dead End	Rehabilitation
2	2014	Woodcraft	Woodbrook	Stoneshire	Rehabilitation
2	2014	Woodgreen	Woodbrook	Stoneshire	Rehabilitation
2	2014	Yucca St	Clark Ave	Amanda	Rehabilitation
2	2014	Algruth Dr	Upland Dr	Stolnet	Sealant
2	2014	Amber Palm	Eisenhauer Rd	Dwarf Palm	Sealant
2	2014	Asbury Station	Woodlake Pkwy	Dancing Ct	Sealant
2	2014	Astoria Dr	Upland Dr	Eastwood Dr	Sealant
2	2014	Brenhaven	Pecan Valley Dr	Dead End	Sealant
2	2014	Brooksdale Dr	Martin Luther King Dr	85' south of F St	Sealant
2	2014	Castle Green	Castle Knight Dr	Lovett Oaks	Sealant
2	2014	Castle Knight Dr	Midcrown Dr	Castle Green	Sealant
2	2014	Clark Ave	Martin Luther King Dr	Westfall Ave	Sealant
2	2014	Cutting Crk	Asbury Station	Cul-De-Sac	Sealant
2	2014	Dancing Ct	Asbury Station	Caribou Crk	Sealant
2	2014	Day	Rigsby Ave	E Drexel Ave	Sealant
2	2014	Delmar St	S Walters St	San Salvador	Sealant
2	2014	Denver Blvd	San Salvador	Clark Ave	Sealant
2	2014	Dorie St	Ih 10 E Access Rd	Brooksdale Dr	Sealant
2	2014	Dwarf Palm	Lovett Oaks	Amber Palm	Sealant
2	2014	E Drexel Ave	Amanda	Dead End	Sealant
2	2014	Eastham	Day	Pioneer	Sealant
2	2014	Essex St	S Walters St	Westfall Ave	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
2	2014	F St	Wheatley Ave	Dead End	Sealant
2	2014	J St	Clark Ave	Twohig Ave & Roland Ave	Sealant
2	2014	Jacques	N Weidner Rd	Overlook Dr	Sealant
2	2014	Lincolnshire Dr	Robeson	Aurelia St	Sealant
2	2014	Lincolnshire Dr	Pecan Valley Dr	Brooksdale Dr	Sealant
2	2014	Lone Oak Ave	Martin Luther King Dr	F St	Sealant
2	2014	Lovett Oaks	Dwarf Palm	Castle Green	Sealant
2	2014	Morningview	Robeson	Aurelia St	Sealant
2	2014	Morningview	Pecan Valley Dr	Bookertee	Sealant
2	2014	Morningview	Bookertee	Brooksdale Dr	Sealant
2	2014	N Hackberry St	E Carson St	Ih 35 N Access Rd	Sealant
2	2014	N Olive St	E Grayson St	Ih 35 N Access Rd	Sealant
2	2014	Overlook Dr	Joe Lee	Sherri Ann Rd	Sealant
2	2014	Pecan Valley Dr	Morningview	J St	Sealant
2	2014	Peck Ave	Hampton St	Pecan Valley Dr	Sealant
2	2014	Pioneer	Rigsby Ave	E Drexel Ave	Sealant
2	2014	Porter St	San Salvador	Clark Ave	Sealant
2	2014	Prelude	Yucca St	Aurelia St	Sealant
2	2014	Rene	N Weidner Rd	Overlook Dr	Sealant
2	2014	Robeson	Martin Luther King Dr	Yucca St	Sealant
2	2014	Roundtree	Overlook Dr	Suddith	Sealant
2	2014	Ruby Palm Pass	Lovett Oaks	Amber Palm	Sealant
2	2014	San Salvador	Vine St	Westfall Ave	Sealant
2	2014	Sir Gareth	Midcrown Dr	Castle Green	Sealant
2	2014	Sterling St	Robeson	Dead End East	Sealant
2	2014	Sterling St	Brooksdale Dr	Dead End	Sealant
2	2014	Stolnet	Readwell Dr	Algruth Dr	Sealant
2	2014	Suddith	N Weidner Rd	Overlook Dr	Sealant
2	2014	Tomrob Dr	Upland Dr	Eastwood Dr	Sealant
2	2014	Westfall Ave	S Walters St	Essex St	Sealant
2	2014	Woodlake Pkwy	Gibbs-sprawl Rd	Asbury Station	Sealant
2	2014	Yucca St	Lone Oak Ave	Dead End West	Sealant
3	2014	Astor	S Pine St	Lynhurst Ave	Rehabilitation
3	2014	Barrett Ave	S Flores St	Mission Rd	Rehabilitation
3	2014	Bustillos Dr	Kelly Dr	Roosevelt Ave & Padre Dr	Rehabilitation
3	2014	Chicago Blvd	IH 37 S Access Rd	S Presa St	Rehabilitation
3	2014	Commercial Ave	IH 35 S Access Rd	W Southcross Blvd	Rehabilitation
3	2014	E Baetz Blvd	Pleasanton Rd	Walhalla Ave	Rehabilitation
3	2014	Glenwood	S Presa St	Dead End	Rehabilitation
3	2014	Goliad Rd	Pecan Valley Dr	Hot Wells	Rehabilitation
3	2014	Goliad Rd	Archimedes Dr	Hot Wells	Rehabilitation
3	2014	Haggin St	S Pine St	S New Braunfels Ave	Rehabilitation
3	2014	Hallie Ave	Vanderbilt	Greer St	Rehabilitation
3	2014	Hammond Ave	S Gevers St	Clark Ave	Rehabilitation
3	2014	Logwood Ave	Clovis Place	W Formosa Blvd	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
3	2014	Macdona St	Ih 35 S Access Rd	W Pyron Ave	Rehabilitation
3	2014	Natchez Trail Dr	S Presa St	Dead End	Rehabilitation
3	2014	Rhett Butler	Natchez Trail Dr	Tarleton	Rehabilitation
3	2014	Rigsby Ave	Clark Ave	Rigsby Ave	Rehabilitation
3	2014	Rockwood	S Presa St	Glenwood & Devoto Ave	Rehabilitation
3	2014	S Palmetto	Astor	Merry Ann Dr	Rehabilitation
3	2014	Saipan Place	Walhalla Ave	Barranca Ave	Rehabilitation
3	2014	Shemya Ave	Commercial Ave	Escalon Ave	Rehabilitation
3	2014	Southton Rd	SE Loop 410 Access Rd	COSA City Limits	Rehabilitation
3	2014	Topeka Blvd	S Presa St	S Hackberry St	Rehabilitation
3	2014	Villamain	Mission Pkwy	SE Loop 410 Access Rd	Rehabilitation
3	2014	W Baetz Blvd	Burton	Moursund Blvd	Rehabilitation
3	2014	W Petaluma Blvd	Logwood Ave	Commercial Ave	Rehabilitation
3	2014	Aaron Place	Cullin Ave	Dead End	Sealant
3	2014	Agan	Felps Blvd	Cul-De-Sac	Sealant
3	2014	Avonlea Pond	Quiet Stream	Ida Dr	Sealant
3	2014	Barranca Ave	E Formosa Blvd	Dead End	Sealant
3	2014	Brink	Felps Blvd	Cul-De-Sac	Sealant
3	2014	Bristol Ave	S Flores St	Mission Rd	Sealant
3	2014	Cantrell Dr	Hilton Ave	Dead End	Sealant
3	2014	Charger Cir	W Formosa Blvd	Cul-De-Sac	Sealant
3	2014	Christy	E Sayers Ave	E Harlan Ave	Sealant
3	2014	Clamp Ave	W Baetz Blvd	W Buchanan Blvd	Sealant
3	2014	Cullin Ave	Drury Ln	W Formosa Blvd	Sealant
3	2014	Devoto Ave	Glenwood	Fair Ave	Sealant
3	2014	Dodic Place	Bascum Blvd	Barranca Ave	Sealant
3	2014	Drury Ln	Logwood Ave	Dead End	Sealant
3	2014	E Mally Blvd	Moursund Blvd	Yett Ave	Sealant
3	2014	E Mayfield	Pleasanton Rd	S Flores Rd	Sealant
3	2014	Felps Blvd	Pleasanton Rd	Walhalla Ave	Sealant
3	2014	Garnett Ave	W Baetz Blvd	W Chavaneaux	Sealant
3	2014	Halliday Ave	S Presa St	Ih 37 S Access Rd	Sealant
3	2014	Hicks Ave	S Presa St	S Cherry	Sealant
3	2014	Hilton Ave	Aaron Place	W Amber	Sealant
3	2014	Ida Crk	S Ww White Rd	Silver River	Sealant
3	2014	Ida Dr	S Ww White Rd	Dead End	Sealant
3	2014	Ida Falls	River Canyon	Texas River	Sealant
3	2014	Ida Spg	River Canyon	Cul-De-Sac	Sealant
3	2014	Kopplow	Oxana Ave	S Flores Rd	Sealant
3	2014	La Clede Ave	S Flores St & Stonewall Ave	Kirkwood	Sealant
3	2014	Moursund Blvd	Pleasanton Rd	W Baetz Blvd & E Baetz Blvd	Sealant
3	2014	Myrick Blvd	Pleasanton Rd	Walhalla Ave	Sealant
3	2014	Pleasanton Rd	W Harding Blvd	Moursund Blvd	Sealant
3	2014	Pleasanton Rd	W Mayfield & E Mayfield	Pleasanton Rd	Sealant
3	2014	Quiet Stream	River Post	Shining Waters	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
3	2014	River Canyon	Silver River	Shining Waters	Sealant
3	2014	River Fork	River Canyon	Cul-De-Sac	Sealant
3	2014	River Post	River Canyon	Quiet Stream	Sealant
3	2014	S Cherry	Hicks Ave	Dead End	Sealant
3	2014	S Walters St	Hammond Ave	Hiawatha	Sealant
3	2014	Shining Waters	River Canyon	Quiet Stream	Sealant
3	2014	Sierra St	E Harlan Ave	Bristol Ave	Sealant
3	2014	Sierra St	E Sayers Ave	E Harlan Ave	Sealant
3	2014	Silver River	River Canyon	Texas River	Sealant
3	2014	Texas River	Silver River	Ida Falls	Sealant
3	2014	W Formosa Blvd	Cullin Ave	Escalon Ave	Sealant
3	2014	W Mally Blvd	Moursund Blvd	Dead End West	Sealant
3	2014	W Mayfield	Commercial Ave	Ih 35 S Access Rd	Sealant
3	2014	W Mayfield	Commercial Ave	Pleasanton Rd	Sealant
3	2014	W Sayers Ave	S Flores St & E Sayers Ave	Pleasanton Rd	Sealant
3	2014	Walhalla Ave	Ashley Rd	Wimberly Blvd	Sealant
4	2014	Amapola	Golden Ave	Pitluk Ave	Rehabilitation
4	2014	Big Creek Dr	War Horse Dr	Standing Rock Dr	Rehabilitation
4	2014	Bynum Ave	Mc Laughlin Ave	Sw Military Dr	Rehabilitation
4	2014	Cedarbend Dr	River Village	S Ellison Dr	Rehabilitation
4	2014	Coral Village	River Village	S Ellison Dr	Rehabilitation
4	2014	Dugas Dr	W Military Dr	Potranco Rd	Rehabilitation
4	2014	Five Palms Dr	Old Pearsall Rd	Rain Dance Dr	Rehabilitation
4	2014	Golden Ave	Masters Ave	Somerset Rd	Rehabilitation
4	2014	Gunsmoke	Bronco Ln	Glider Ave	Rehabilitation
4	2014	Holder Ave	Fenfield Ave	Sw Military Dr	Rehabilitation
4	2014	Horal Dr	Zabra Dr	Us Hwy 90 W Access Rd	Rehabilitation
4	2014	Indian Pipe Dr	Rain Dance Dr	Sweet Maiden Dr	Rehabilitation
4	2014	Indian Sky	Running Horse	Cul-De-Sac	Rehabilitation
4	2014	Jennifer Dr	W Villaret Blvd	S Zarzamora	Rehabilitation
4	2014	Masters Ave	Pitluk Ave	Golden Ave	Rehabilitation
4	2014	Mc Laughlin Ave	Holder Ave	Quintana Rd	Rehabilitation
4	2014	Medina Base Rd	Fleethill	Five Palms Dr	Rehabilitation
4	2014	Oak Valley Dr	Old Valley Hi Dr	Sw Loop 410 Access Rd	Rehabilitation
4	2014	Paint	Gunsmoke	Airlift Ave	Rehabilitation
4	2014	River Village	Coral Village	Cedarbend Dr	Rehabilitation
4	2014	Rustic Village	River Village	S Ellison Dr	Rehabilitation
4	2014	Somerset Rd	Loop 410 Access	Pvt Rd at 9486 Somerset	Rehabilitation
4	2014	W Villaret Blvd	Jennifer Dr	George Patton	Rehabilitation
4	2014	War Cloud Dr	Smoke Signal	Creek Bend Dr	Rehabilitation
4	2014	Adkins Pride	Medio Crk	Dead End Or Cul De Sac	Sealant
4	2014	Amble Coach	Medio Crk	Dead End Or Cul De Sac	Sealant
4	2014	Anchors Coach	Medio Crk	Dead End Or Cul De Sac	Sealant
4	2014	Anchors Flat	Medio Crk	Dead End Or Cul De Sac	Sealant
4	2014	Bobcat Crk	Tiger Chase	Tiger Grove	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
4	2014	Bobcat Holw	Cougar Chase	Cul-De-Sac	Sealant
4	2014	Bobcat Pass	W Military Dr	Leopard Path	Sealant
4	2014	Bobcat Rise	Bobcat Crk	Cat Mesa	Sealant
4	2014	Bounty Dr	General Bragg Dr	St Lawrence	Sealant
4	2014	Breeds Hill	General Bragg Dr	St Lawrence	Sealant
4	2014	Bridle View Dr	Rousseau	Willow Grove Dr	Sealant
4	2014	Cactus Crossing Dr	Rousseau	Willow Grove Dr	Sealant
4	2014	Cat Mesa	Bobcat Rise	Cul-De-Sac	Sealant
4	2014	Cat Mountain	Leopard Path	Cul-De-Sac	Sealant
4	2014	Cattle Ranch Dr	Rousseau	Cattle Ranch Dr	Sealant
4	2014	Clover Crk	Potranco Rd	Dead End Or Cul De Sac	Sealant
4	2014	Cold Creek Ct	Clover Crk	Dead End Or Cul De Sac	Sealant
4	2014	Copper Pot	Cattle Ranch Dr	Dead End Or Cul De Sac	Sealant
4	2014	Coral Harbor	Tiger Paw	Lion Hunt	Sealant
4	2014	Cougar Chase	Seascape Dr	Cul-De-Sac	Sealant
4	2014	Cougar Gap	Granite Cliff	Rattler Blf	Sealant
4	2014	Cougar Ledge	Bobcat Pass	Cul-De-Sac	Sealant
4	2014	Cub Path	Lynx Range	Tiger Way	Sealant
4	2014	Diamond Falls	Tiger Paw	Lion Hunt	Sealant
4	2014	Diamond Rock	Granite Bay	Tiger Hills	Sealant
4	2014	Dinner Crk	Clover Crk	Dead End Or Cul De Sac	Sealant
4	2014	Dugas Dr	Fillmore Dr	Upland Crk	Sealant
4	2014	Fork Crk	Rainbow Crk	Clover Crk	Sealant
4	2014	Gazelle Hunt	Impala Spgs	Dead End Or Cul De Sac	Sealant
4	2014	Gazelle Lake	Impala Spgs	Dead End Or Cul De Sac	Sealant
4	2014	General Bragg Dr	Braddock	Kinderhook Dr	Sealant
4	2014	Granite Cliff	Tiger Paw	Potranco Rd	Sealant
4	2014	Hidden Bow	White Feather	Broken Lance	Sealant
4	2014	Impala Spgs	Gazelle Hunt	Willow Grove Dr	Sealant
4	2014	Kinderhook Dr	General Bragg Dr	St Lawrence	Sealant
4	2014	Leopard Claw	Cougar Chase	Potranco Rd	Sealant
4	2014	Leopard Path	Bobcat Pass	Cat Mountain	Sealant
4	2014	Limestone Flat	Tiger Paw	Lion Hunt	Sealant
4	2014	Lion Forest	Leopard Path	Cul-De-Sac	Sealant
4	2014	Lion Hunt	Diamond Falls	Rattler Blf	Sealant
4	2014	Lion King	Tiger Chase	Dead End	Sealant
4	2014	Lion Path	Lynx Bend	Cul-De-Sac	Sealant
4	2014	Lynx Bend	Cul-De-Sac North	Cul-De-Sac South	Sealant
4	2014	Lynx Manor	Seascape Dr	Limestone Flat	Sealant
4	2014	Lytle Ave	Gillette Blvd	W Villaret Blvd & Jennifer Dr	Sealant
4	2014	Manor Crk	Rainbow Crk	Rousseau	Sealant
4	2014	Medio Crk	Manor Crk	Dead End Or Cul De Sac	Sealant
4	2014	Overland Crk	Rainbow Crk	Clover Crk	Sealant
4	2014	Quintana Rd	Sw Military Dr	Cassin Rd	Sealant
4	2014	Rain Dance Dr	Ghost Hawk	Little Crk	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
4	2014	Rainbow Crk	Rainbow Crk	Clover Crk	Sealant
4	2014	Rousseau	Manor Crk	Potranco Rd	Sealant
4	2014	Sierra Glen Dr	Rousseau	Willow Grove Dr	Sealant
4	2014	Sierra Ridge Dr	Cattle Ranch Dr	Dead End Or Cul De Sac	Sealant
4	2014	St Lawrence	Braddock	Kinderhook Dr	Sealant
4	2014	Tiger Bay	Rattler Blf	Butler Pt	Sealant
4	2014	Tiger Grove	Leopard Holw	Cul-De-Sac	Sealant
4	2014	Tiger Hills	Cougar Chase	Diamond Rock	Sealant
4	2014	Tiger Paw	Diamond Falls	Cub Landing	Sealant
4	2014	Tiger Way	Cul-De-Sac	Cul-De-Sac	Sealant
4	2014	Upland Crk	Clover Crk	Manor Crk	Sealant
4	2014	White Feather	Running Horse	Hidden Bow	Sealant
4	2014	Willow Grove Dr	Impala Spgs	Willow Grove Dr	Sealant
5	2014	Bartholomew	Quinta Rd	W Gerald	Rehabilitation
5	2014	Boehmer	Edwards	Burbank	Rehabilitation
5	2014	Buena Vista St	S General Mcmullen	Sw 27th St	Rehabilitation
5	2014	Darby Blvd	Cupples rd	Dead End	Rehabilitation
5	2014	Delgado St	N Brazos St	N Colorado St	Rehabilitation
5	2014	Fay Ave	New Laredo Hwy	Somerset Rd	Rehabilitation
5	2014	Felan	S Colorado St	S Smith St	Rehabilitation
5	2014	Flanders Ave	IH 35 S Access Rd	Buffalo St	Rehabilitation
5	2014	Griffin Ave	Quintana Rd	Lester	Rehabilitation
5	2014	Groveton	Roosevelt Ave	S Presa St	Rehabilitation
5	2014	Humboldt	Buffalo St	Huron St	Rehabilitation
5	2014	Mary St	S Flores St	Sierra St	Rehabilitation
5	2014	Menarby	Sw 19th St	Dead End	Rehabilitation
5	2014	Mission Rd	Lone Star Blvd	Roosevelt Ave	Rehabilitation
5	2014	Morales	N Colorado St	N Medina	Rehabilitation
5	2014	N Colorado St	IH 10 W Access Rd	Alice Alley	Rehabilitation
5	2014	N Frio	IH 10 W Access Rd	W Commerce St	Rehabilitation
5	2014	N San Marcos	Arbor Place	Leal St	Rehabilitation
5	2014	N Smith St	Rivas St	Delgado St	Rehabilitation
5	2014	Palestine	Creighton Ave	Dead End	Rehabilitation
5	2014	Prado St	Edwards	IH 35 S Access Rd	Rehabilitation
5	2014	San Luis St	S Salado St	Dead End	Rehabilitation
5	2014	Smith Alley	Rivas St	Delgado St	Rehabilitation
5	2014	Stonewall Ave	IH 35 S Access Rd	Buffalo St	Rehabilitation
5	2014	Stonewall Ave	Buffalo St	Huron St	Rehabilitation
5	2014	Sw 19th St	Darby Blvd	Dead End	Rehabilitation
5	2014	Thompson Place	Cupples rd	Dead End	Rehabilitation
5	2014	W Drexel Ave	S Presa St	Ih 37 S Access Rd	Rehabilitation
5	2014	W Glenn Ave	Ih 35 N Access Rd	Edwards	Rehabilitation
5	2014	W Houston St	N Colorado St	Dead End	Rehabilitation
5	2014	W Martin St	N Colorado St	N Medina	Rehabilitation
5	2014	Amarillo Ave	Wichita Ct	Culberson Ave	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
5	2014	Bernice	Yolanda	Nw 38th St	Sealant
5	2014	Boehmer	Burbank Loop	S Flores Rd	Sealant
5	2014	Brunswick Blvd	S Zarzamora	Ih 35 S Access Rd	Sealant
5	2014	Burke Ave	S Zarzamora	Jennings Ave	Sealant
5	2014	Candy Place	Octavia Place	Mary St	Sealant
5	2014	Carthage Ct	Amarillo Ave	Hughes Ave	Sealant
5	2014	Charlotte St	Us Hwy 90 W Access Rd	Culberson Ave	Sealant
5	2014	Commercial Ave	Flanders Ave	W Harlan Ave	Sealant
5	2014	Commercial Ave	Division	Flanders Ave	Sealant
5	2014	Cottonwood Ave	Nogalitos St	Ih 35 S Access Rd	Sealant
5	2014	Dacus	Quintana Rd	Dead End Or Cul De Sac	Sealant
5	2014	Delgado St	N Colorado St	N Frio	Sealant
5	2014	El Paso St	S Trinity	S Brazos St	Sealant
5	2014	Elks Dr	S Zarzamora	Buffalo St	Sealant
5	2014	Ellana Claire Ct	S Zarzamora	Amarillo Ave	Sealant
5	2014	Elmo Ave	S Zarzamora	Jennings Ave	Sealant
5	2014	Elsie	Burbank Loop	S Flores St	Sealant
5	2014	Fitch St	S Zarzamora	Huron St	Sealant
5	2014	Gladstone St	Westway Dr	Nogalitos St	Sealant
5	2014	Gladstone St	Nogalitos St	Ih 35 S Access Rd	Sealant
5	2014	Golondrina Ave	Fairmont	Boehmer	Sealant
5	2014	Hoover Ave	Westway Dr	Nogalitos St	Sealant
5	2014	Hughes Ave	Wichita Ct	Carthage Ct	Sealant
5	2014	Illg	Nogalitos St	S Zarzamora	Sealant
5	2014	Jennings Ave	W Malone	Culberson Ave	Sealant
5	2014	Leal St	N Brazos St	N Frio	Sealant
5	2014	Lenard	Stonewall Ave	W Harlan Ave	Sealant
5	2014	Lester	Dunton St	Griffin Ave	Sealant
5	2014	Manning	Yolanda	Nw 38th St	Sealant
5	2014	Marian St	W Malone	Nogalitos St	Sealant
5	2014	Mary St	Sierra St	Mission Rd	Sealant
5	2014	Morrill Ave	S Flores St	Dead End	Sealant
5	2014	N Medina	W Martin St	N Laredo St	Sealant
5	2014	N Richter St	W Commerce St	W Martin St	Sealant
5	2014	N San Marcos	Ih 10 W Access Rd	Arbor Place	Sealant
5	2014	N San Marcos	W Commerce St	Morales	Sealant
5	2014	Rivas St	N Brazos St	N Frio	Sealant
5	2014	Ross Ave	S Zarzamora	Jennings Ave	Sealant
5	2014	Royston Ave	S Zarzamora	Nogalitos St	Sealant
5	2014	Royston Ave	S Zarzamora	Jennings Ave	Sealant
5	2014	S San Marcos	W Commerce St	Dead End South	Sealant
5	2014	San Fernando St	S Trinity	S San Marcos	Sealant
5	2014	Sims Ave	Nogalitos St	Ih 35 S Access Rd	Sealant
5	2014	Somerset Rd	Flanders Ave & S Zarzamora	W Southcross Blvd	Sealant
5	2014	Southway	Westway Dr	Gladstone St	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
5	2014	W Glenn Ave	Nunes St	Ih 35 S Access Rd	Sealant
5	2014	W Travis St	N Comal St	Dead End Or Cul De Sac	Sealant
5	2014	W Winnipeg Ave	Charlotte St	Buffalo St	Sealant
5	2014	Westway Dr	Southway	Hoover Ave	Sealant
5	2014	Wichita Ct	Amarillo Ave	Hughes Ave	Sealant
5	2014	Willee	Yolanda	Nw 38th St	Sealant
6	2014	Athens	Leander	Dulles	Rehabilitation
6	2014	Barbados	Tallahasse	Westfield Dr	Rehabilitation
6	2014	Brickwood	Bristow Bend	Guilbeau Rd	Rehabilitation
6	2014	Canyon Rdg	Timber Ridge Dr	Leafwood Dr	Rehabilitation
6	2014	Cloverfield Ln	Starhaven Place	Kenrock	Rehabilitation
6	2014	De Valle	Fabens	Cul-De-Sac	Rehabilitation
6	2014	Deer Park	Richland Hills Dr	Leander	Rehabilitation
6	2014	Dulles	Leander	Deer Park	Rehabilitation
6	2014	Fabens	Leander	Ohara Dr	Rehabilitation
6	2014	Ingram Rd	Wurzbach Rd	250' West of Northwestern Dr	Rehabilitation
6	2014	Johnson Grass	Star Creek Dr	Pinto Trl	Rehabilitation
6	2014	Kenrock	Stone Fence Rd	Woodgate Dr	Rehabilitation
6	2014	Koenig	Leander	Perryton	Rehabilitation
6	2014	Levelland	Leander	Perryton	Rehabilitation
6	2014	Meadow Bea	Star Creek Dr	Pinto Trl	Rehabilitation
6	2014	Meadow Bend	Meadow Knoll	Cul-De-Sac	Rehabilitation
6	2014	Meadow Knoll	Meadow Breeze Dr	Meadow Trail Dr	Rehabilitation
6	2014	Meadow Path	Meadow Knoll	Cul-De-Sac	Rehabilitation
6	2014	Meadow Trail Dr	Meadow Way Dr	Meadow Knoll	Rehabilitation
6	2014	Meadow Way Dr	Marbach Rd	Meadow Path	Rehabilitation
6	2014	Oakhill Rd	War Arrow Dr	Culebra Rd	Rehabilitation
6	2014	Old Grissom Rd	Grissom Rd	Culebra Rd	Rehabilitation
6	2014	Potranco Rd	Ingram Rd	Culebra Rd	Rehabilitation
6	2014	Rich Quail	Leander	Perryton	Rehabilitation
6	2014	Ridge Terrace	Woodline	Star Creek Dr	Rehabilitation
6	2014	Rolling Hills Ln	W Military Dr	Canyon Rdg	Rehabilitation
6	2014	Silent Sunrise	Tezel Rd	Timber Trace	Rehabilitation
6	2014	Star Creek Dr	Woodline	Reed Rd	Rehabilitation
6	2014	Starhaven Place	Timber Ridge Dr	Cloverfield Ln	Rehabilitation
6	2014	Stone Fence Rd	Starhaven Place	Kenrock	Rehabilitation
6	2014	Tallahasse	Barbados	Andros Place	Rehabilitation
6	2014	Townhill	Oakhill Rd	Town Gate	Rehabilitation
6	2014	Townridge	Townhill	Cul-De-Sac	Rehabilitation
6	2014	Westedge Dr	Marbach Rd	Cloverfield Ln	Rehabilitation
6	2014	Westfield Dr	W Military Dr	Pinn Rd	Rehabilitation
6	2014	Woodgate Dr	W Military Dr	Cul-De-Sac	Rehabilitation
6	2014	Aspen Meadow	Pow Wow Dr	Cul-De-Sac	Sealant
6	2014	Baer Trl	Oakhill Rd	Dennler	Sealant
6	2014	Bellbrook	Canyon Rdg	Grassfield	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
6	2014	British Arms	Copperfield	Cul-De-Sac	Sealant
6	2014	Butler Dr	Rhett Rd	Mint Julep	Sealant
6	2014	Canyon Blf	Rock Knoll Rd	Cul-De-Sac	Sealant
6	2014	Canyon Rdg	Timbercreek Dr	Timber Ridge Dr	Sealant
6	2014	Copperfield	Reed Rd	Cul-De-Sac NorthEast	Sealant
6	2014	Daniel Boone	Pancho Villa	Viva Max	Sealant
6	2014	Davy Crockett	Pancho Villa	Viva Max	Sealant
6	2014	Deaf Smith	James Bonham	Dead End Or Cul De Sac	Sealant
6	2014	Dennler	Linus	War Arrow Dr	Sealant
6	2014	Farragut Dr	Oakhill Rd	Painted Sky	Sealant
6	2014	Farragut Dr	Callaghan Rd	Oakhill Rd	Sealant
6	2014	Grassfield	Timbercreek Dr	Bellbrook	Sealant
6	2014	James Bonham	Pancho Villa	Viva Max	Sealant
6	2014	Jim Bowie	Pancho Villa	Townhill	Sealant
6	2014	Leander	Rich Quail	Dulles	Sealant
6	2014	Mansfield	Leander	Richland Hills Dr	Sealant
6	2014	Meadow Glade	SW Loop 410 Access Rd	Meadow Knoll	Sealant
6	2014	Meadow Glen Dr	Meadow Way	Meadow knoll	Sealant
6	2014	Meadow Knoll	Meadow Park Dr	Meadow Glen Dr	Sealant
6	2014	Mint Julep	Butler Dr	Ohara Dr	Sealant
6	2014	Oakhill Rd	War Hawk Dr	War Arrow Dr	Sealant
6	2014	Ohara Dr	Rhett Rd	Mint Julep	Sealant
6	2014	Paddock Dr	Oxhill Dr	Callaghan Rd	Sealant
6	2014	Pancho Villa	Davy Crockett	Oakhill Rd	Sealant
6	2014	Piccadilly	Rob Roy Ln	Cul-De-Sac	Sealant
6	2014	Pow Wow Dr	Oakhill Rd	Aspen Meadow	Sealant
6	2014	Red River Dr	War Hawk Dr	Pow Wow Dr	Sealant
6	2014	Rhett Rd	Butler Dr	Ohara Dr	Sealant
6	2014	Rich Trace	Ohara Dr	Silverway	Sealant
6	2014	Rich Way	Richland Hills Dr	Silverway	Sealant
6	2014	Rob Roy Ln	Reed Rd	Copperfield	Sealant
6	2014	Rock Knoll Rd	Canyon Rdg	Cul-De-Sac	Sealant
6	2014	Sandwick Dr	Oxhill Dr	Callaghan Rd	Sealant
6	2014	Seacroft Dr	Oxhill Dr	Callaghan Rd	Sealant
6	2014	Silverway	Rich Trace	Rich Way	Sealant
6	2014	Timber Ridge Dr	Canyon Rdg	Timbercreek Dr	Sealant
6	2014	Topcroft	Callaghan Rd	Moortown	Sealant
6	2014	Town Briar	Farragut Dr	War Arrow Dr	Sealant
6	2014	Town Crk	Town Ville	Dead End Or Cul De Sac	Sealant
6	2014	Town Ville	War Arrow Dr	Town Crk	Sealant
6	2014	Towncliff	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
6	2014	Towncrest	Farragut Dr	Cul-De-Sac	Sealant
6	2014	Townfield	War Arrow Dr	Townwood	Sealant
6	2014	Townwood	Town Briar	Townfield	Sealant
6	2014	Viva Max	Callaghan Rd	War Dance	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
6	2014	Wacos	Ingram Rd	Dead End Or Cul De Sac	Sealant
6	2014	War Arrow Dr	Waco	Oakhill Rd	Sealant
6	2014	War Feather	Wacos	Dead End Or Cul De Sac	Sealant
6	2014	War Hawk Dr	War Arrow Dr	Aspen Meadow	Sealant
6	2014	War Knife	Oakhill Rd	Dead End Or Cul De Sac	Sealant
6	2014	War Princess Dr	Oakhill Rd	Red River Dr	Sealant
6	2014	William Travis	Pancho Villa	Viva Max	Sealant
7	2014	Alan Hale Dr	Merkens	Wurzbach Rd	Rehabilitation
7	2014	Belfair	Overhill	W Woodlawn	Rehabilitation
7	2014	Benrus	Ingram Rd	Hemphill St	Rehabilitation
7	2014	Cairo	Wurzbach Rd	Madeleine	Rehabilitation
7	2014	Clearview Dr	Callaghan Ave	Hillcrest Dr	Rehabilitation
7	2014	Coyle Place	Babcock Rd	Loma Linda Dr	Rehabilitation
7	2014	Desilu Dr	Merkens	Wurzbach Rd	Rehabilitation
7	2014	E Sunshine	Hillcrest Dr	Zachry Dr	Rehabilitation
7	2014	Easthill	Westhill	Williamsburg	Rehabilitation
7	2014	Eckhert Rd	Bandera Rd	Caribou & Snow Flake Dr	Rehabilitation
7	2014	Gillis Dr	Ben Casey	Desilu Dr	Rehabilitation
7	2014	Highview Dr	E Broadview	Lookout Dr	Rehabilitation
7	2014	Hillcrest Dr	Bandera Rd	Babcock Rd	Rehabilitation
7	2014	Inspiration Dr	E Broadview	Callaghan Rd	Rehabilitation
7	2014	La Cima	Glen Rdg	NW Loop 410 Access Rd	Rehabilitation
7	2014	Ozark	Balcones Heights Rd	Coyle Place	Rehabilitation
7	2014	Prentiss Dr	Evers Rd	Desilu Dr	Rehabilitation
7	2014	Quentin Dr	Wilson Blvd	Fredericksburg Rd	Rehabilitation
7	2014	Suffolk	Babcock Rd	Loma Linda Dr	Rehabilitation
7	2014	W Ashby Place	N Elmendorf	N Zarzamora	Rehabilitation
7	2014	W Broadview Dr	W Quill Dr	Freeman Dr	Rehabilitation
7	2014	W Quill Dr	Bandera Rd	Benrus	Rehabilitation
7	2014	Westhill	Loma Linda Dr	Williamsburg	Rehabilitation
7	2014	Williamsburg	Fredericksburg Rd	Babcock Rd	Rehabilitation
7	2014	Alms Park Dr	Highland Park	Winter Park	Sealant
7	2014	Balcones Heights Rd	Fredericksburg Rd	Danville Dr	Sealant
7	2014	Balcones Heights Rd	Danville Dr	Babcock Rd	Sealant
7	2014	Bent Willow	Fallen Willow	Cul-De-Sac	Sealant
7	2014	Big Horn Dr	Ingram Rd	Silvertip Dr	Sealant
7	2014	Boutry Hts	Queen Hts	Cul-De-Sac	Sealant
7	2014	Box Elder Hill	Sandbrook Hill	Dead End Or Cul De Sac	Sealant
7	2014	Braun Crk	Old Tezel Rd	Braun Path	Sealant
7	2014	Braun Gate	New Guilbeau Rd	Braun Path	Sealant
7	2014	Braun Hills Dr	London Hts	Cul-De-Sac	Sealant
7	2014	Braun Knoll	Braun Crk	Braun Willow	Sealant
7	2014	Braun Path	Cul-De-Sac North	Cul-De-Sac South	Sealant
7	2014	Braun Sq	Braun Path	Braun Knoll	Sealant
7	2014	Braun Willow	Braun Path	Old Tezel Rd	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
7	2014	Breeze Willow	Fallen Willow	Cul-De-Sac	Sealant
7	2014	Buxley	Oxbow Dr	Cul-De-Sac	Sealant
7	2014	Cheviot Hts	Prince Hts	Queens Hts	Sealant
7	2014	Cominsky Park	Winter Park	Cul-De-Sac	Sealant
7	2014	Curry Hts	Null hts	Cul-De-Sac	Sealant
7	2014	Dall Trl	Wapiti Trl	Silvertip Dr	Sealant
7	2014	Drayton Hts	Queen Hts	Dead End Or Cul De Sac	Sealant
7	2014	Eagle Rdg	Wapiti Trl	Silvertip Dr	Sealant
7	2014	Estes Park	Highland Park	Cul-De-Sac	Sealant
7	2014	Fallen Willow	Braun Path	Old Tezel Rd	Sealant
7	2014	Goodwick Hts	Drayton Hts	Hetton Hts	Sealant
7	2014	Hetton Hts	Drayton Hts	Goodwick Hts	Sealant
7	2014	Highland Park	Mainland	Winter Park	Sealant
7	2014	London Hts	Tezel Rd	Null Hts	Sealant
7	2014	London Hts	Queen Hts	Null Hts	Sealant
7	2014	Majestic Dr	Ingram Rd	Silvertip Dr	Sealant
7	2014	Maribelle	Muscatine	Silvertip Dr	Sealant
7	2014	Montpelier	Willowbrook Dr	Overbrook	Sealant
7	2014	Murphy Hts	Drayton Hts	London Hts	Sealant
7	2014	Muscatine	Royalton Dr	Majestic Dr	Sealant
7	2014	Null Hts	Curry Hts	London Hts	Sealant
7	2014	Old Tezel Rd	Autumn Shadows	Guilbeau Rd	Sealant
7	2014	Oxbow Dr	Big Horn Dr	Majestic Dr	Sealant
7	2014	Pendragon	Ipswich	Cul-De-Sac	Sealant
7	2014	Prince Hts	Waldon Hts	London Hts	Sealant
7	2014	Queen Hts	Tezel Rd	Drayton Hts	Sealant
7	2014	Regis Hts	Drayton Hts	Warley Hts	Sealant
7	2014	Royal Ct	Hillcrest Dr	Slayden Dr	Sealant
7	2014	Royalton Dr	Muscatine	Silvertip Dr	Sealant
7	2014	Rugby Hts	Seaton Hts	London Hts	Sealant
7	2014	Sandbrook Hill	Sycamore Brook	Silverbrook Place	Sealant
7	2014	Seaton Hts	Queens Hts	Rugby Hts	Sealant
7	2014	Selby Hts	Drayton Hts	Warley Hts	Sealant
7	2014	Silver Park	Silver Pond	Summerbrook	Sealant
7	2014	Silver Pond	Silverbrook Place & Sycamore Brook	Silver Park	Sealant
7	2014	Silverbrook Place	Silver Crown	Sandbrook Hill	Sealant
7	2014	Silvertip Dr	Majestic Dr	Cul-De-Sac	Sealant
7	2014	Skye Hts	Drayton Hts	Dead End Or Cul De Sac	Sealant
7	2014	Sound Willow	Fallen Willow	Cul-De-Sac	Sealant
7	2014	Summerbrook	Silver Park	Silver Crown	Sealant
7	2014	Sunshine Ranch Rd	Slayden Dr	Babcock Rd	Sealant
7	2014	Sycamore Brook	Sandbrook Hill	Silverbrook Place & Silver Pond	Sealant
7	2014	Terrace Park	Highland Park	Cul-De-Sac	Sealant
7	2014	Waldon Hts	Queen Hts	London Hts	Sealant
7	2014	Wapiti Trl	White Tail	Big Horn Dr	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
7	2014	Warley Hts	Selby Hts	Regis Hts	Sealant
7	2014	White Tail	Ingram Rd	High Basin	Sealant
7	2014	Willow Holw	Braun Path	Cul-De-Sac	Sealant
7	2014	Willowbrook Dr	Hillcrest Dr	Slayden Dr	Sealant
7	2014	Winding Elm Place	Sandbrook Hill	Silverbrook Place	Sealant
7	2014	Winter Park	Highland Park	Alms Park Dr	Sealant
7	2014	Winton Park Dr	Highland Park	Cul-De-Sac	Sealant
7	2014	Wrexham Hts	St Ives	Queen Hts	Sealant
8	2014	Almond Park	Candle Park	Moonlit Park	Rehabilitation
8	2014	Bellaire Pt	Woodridge Blf	Bellaire Pt	Rehabilitation
8	2014	Candle Park	Cascade Oak Dr	Moonlit Park	Rehabilitation
8	2014	Carrie Louise St	Camp Bullis Rd	Tejas Trail West	Rehabilitation
8	2014	Elk Park	Autumn Park	Moonlit Park	Rehabilitation
8	2014	Fawn Meadow	Floyd Curl	Valley Green & Fawn Meadow Cir	Rehabilitation
8	2014	Green Glen Dr	Babcock Rd	Cul-De-Sac	Rehabilitation
8	2014	Hamilton Wolfe	Ewing Halsell	Fredericksburg Rd	Rehabilitation
8	2014	Hunters Bend	Hunters Brook	Queens Forest	Rehabilitation
8	2014	John Smith Dr	Von Scheele Dr	Babcock Rd	Rehabilitation
8	2014	Little Wren Ln	Green Glen Dr	Shady Hollow Ln	Rehabilitation
8	2014	Medical Dr	Babcock Rd	Wurzbach Rd	Rehabilitation
8	2014	Medical Dr	Wurzbach Rd	Ewing Halsell	Rehabilitation
8	2014	Parksite Woods	Meredith Woods	Indian Woods	Rehabilitation
8	2014	Point Comanche	Tejas Trail East	Tejas Trail West & Carrie Louise St	Rehabilitation
8	2014	Shady Lane Dr	Camp Bullis Rd	Cedar Ln	Rehabilitation
8	2014	Spanish Wood	Morino Park	Sequoia Wood	Rehabilitation
8	2014	Valley Green Rd	Huebner Rd	Fawn Meadow	Rehabilitation
8	2014	Woodridge Blf	Heather Vw	Prue Rd & Oakland Rd	Rehabilitation
8	2014	Woodridge Cv	Sunset Crest	Woodridge Blf	Rehabilitation
8	2014	Woodridge Forest	Woodridge Hill	Woodridge Hill	Rehabilitation
8	2014	Woodridge Hill	Woodridge Blf	Woodridge Forest	Rehabilitation
8	2014	Woodridge Park	Woodridge Rock	Woodridge Rock	Rehabilitation
8	2014	Woodridge Rock	Woodridge Forest	Woodridge Hill	Rehabilitation
8	2014	Wurzbach Rd	Babcock Rd	Medical Dr	Rehabilitation
8	2014	Amherst Bay	Neumann Cv	Oxford Bend	Sealant
8	2014	Aristotle Pass	Valparaiso Way	Hopkins Glade	Sealant
8	2014	Armstrong Well	Baldwin Rdg	Cul-De-Sac	Sealant
8	2014	Asbury Vista	Valparaiso Way	Piedmont Glen	Sealant
8	2014	Aurora Crest	Baldwin Rdg	Piedmont Glen	Sealant
8	2014	Baldwin Rdg	Valparaiso Way	Aurora Crest	Sealant
8	2014	Barton Holw	Baldwin Rdg	Rhodes Villa	Sealant
8	2014	Bentley Wells	W Hausman Rd	Valparaiso Way	Sealant
8	2014	Camp Bullis Rd	Ih 10 W Access Rd	Camp Bullis Boundary	Sealant
8	2014	Cloverwood	Autumn Vista	Capeswood	Sealant
8	2014	Concordia Oak	Aristotle Pass	Cul-De-Sac	Sealant
8	2014	Cotton Tail Ln	Grey Fox Terrace	Wild Eagle Rd	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
8	2014	Cougar Pass Dr	Indian Meadows Dr	Daylight Rdg	Sealant
8	2014	Cougar Trl	Cougar Pass Dr	Cul-De-Sac	Sealant
8	2014	Doe Ln	Shady Hollow Ln	Hummingbird Hill	Sealant
8	2014	Doe Ln	Hummingbird Hill	High Mountain Rd	Sealant
8	2014	Domal Ln	Cul-De-Sac	Cul-De-Sac	Sealant
8	2014	Emerald Mist	Domal Ln	Edge Point Dr	Sealant
8	2014	Enero Park	Cul-De-Sac	Cul-De-Sac	Sealant
8	2014	Hampton Dale	Aristotle Pass	Cul-De-Sac	Sealant
8	2014	High Mountain Rd	White Fawn Dr	Doe Ln	Sealant
8	2014	Hopkins Glade	Aristotle Pass	Kingston Ranch	Sealant
8	2014	Hummingbird Hill	White Fawn Dr	Cul-De-Sac	Sealant
8	2014	Hummingbird Hill	White Fawn Dr	Dead End South	Sealant
8	2014	Hunters Brook	Hunters Trl	Dead End Or Cul De Sac	Sealant
8	2014	Hunters Lake	Maple Park Dr	Dead End Or Cul De Sac	Sealant
8	2014	Hunters Pier	Hunters Lark	Hunters Vw	Sealant
8	2014	Hunters Rock	Hunters Vw	Huebner Rd	Sealant
8	2014	Hunters Trl	Huebner Rd	N Hunters Cir	Sealant
8	2014	Hunters Vw	Hunters Trl	Hunters Pier	Sealant
8	2014	Indian Meadows Dr	Vance Jackson	Cul-De-Sac	Sealant
8	2014	Kingston Ranch	Neumann Cv	Asbury Vista	Sealant
8	2014	Langston Well	W Hausman Rd	Cul-De-Sac	Sealant
8	2014	Larco Way	Edge point Dr	Cul-De-Sac	Sealant
8	2014	Lavel Spg	Valparaiso Way	Cul-De-Sac	Sealant
8	2014	Lockhill-selma Rd	Castle Bend Dr	Huebner Rd	Sealant
8	2014	Lyngrove	Autumn Vista	Capeswood	Sealant
8	2014	Maple Park Dr	Bluestone	Hunters Land	Sealant
8	2014	Merkens	Newcome Dr	Wurzbach Rd	Sealant
8	2014	Moonlit Park	Autumn Park	Elk Park	Sealant
8	2014	Neumann Cv	Kingston Ranch	Amherst Bay	Sealant
8	2014	Oak Grove Dr	Wild Eagle Rd	Cul-De-Sac	Sealant
8	2014	Oxford Bend	Kingston Ranch	Amherst Bay	Sealant
8	2014	Pebble Glade	Indian Meadows Dr	Cul-De-Sac	Sealant
8	2014	Piedmont Glen	Aurora Crest	Cul-De-Sac	Sealant
8	2014	Prairie Spg	Spring Terrace	Dead End Or Cul De Sac	Sealant
8	2014	Providence Oak	Asbury Vista	Aurora Crest	Sealant
8	2014	Purple Sage Rd	Hummingbird Hill	Dead End Or Cul De Sac	Sealant
8	2014	Queens Forest	Lockhill-selma Rd	Hunters Trl	Sealant
8	2014	Red Pass	Cotton Tail Ln	Robin Feather	Sealant
8	2014	Redlands Park Dr	Autumn Park	Sandpiper Park Dr	Sealant
8	2014	Regent Cliff	Aristotle Pass	Concordia Oak	Sealant
8	2014	Rhodes Villa	Valparaiso Way	Barton Holw	Sealant
8	2014	Rialto Way	Edge point Dr	Cul-De-Sac	Sealant
8	2014	Robin Feather	Grey Fox Terrace	Red Pass	Sealant
8	2014	Robin Vw	Grey Fox Terrace	Dead End Or Cul De Sac	Sealant
8	2014	Sandpiper Park Dr	Cedar Park	Redlands Park Dr	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
8	2014	Shady Hollow Ln	Babcock Rd	White Fawn Dr	Sealant
8	2014	Sherbrooke Oak	Asbury Vista	Aurora Crest	Sealant
8	2014	Spring Drops	Spring Rain Dr	Spring Crest Dr	Sealant
8	2014	Spring Flower	Spring Rain Dr	Spring Crest Dr	Sealant
8	2014	Spring Grove Dr	Spring Rain Dr	Spring Crest Dr	Sealant
8	2014	Spring Mint	Spring Terrace	Dead End Or Cul De Sac	Sealant
8	2014	Spring Morning Dr	Spring Rain Dr	Spring Crest Dr	Sealant
8	2014	Spring Pine	Spring Grove Dr	Cul-De-Sac	Sealant
8	2014	Spring Point Dr	Spring Crest Dr	Dead End Or Cul De Sac	Sealant
8	2014	Stable Briar	Stable Ridge Dr	Stable Wood	Sealant
8	2014	Stable Brook Dr	Stable Pass	Cul-De-Sac	Sealant
8	2014	Stable Crk	Stable Wood	Cul-De-Sac	Sealant
8	2014	Stable Downs	Stable Forest	Cul-De-Sac	Sealant
8	2014	Stable Forest	Stable Downs	Stable Point Dr	Sealant
8	2014	Stable Oak	Stable Downs	De Zavala Rd & Bristlewood	Sealant
8	2014	Stable Point Dr	Stable Forest	Stable Wood	Sealant
8	2014	Stable Pond Dr	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
8	2014	Stable Road Dr	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
8	2014	Stable Trail Dr	Stable Knoll Dr	De Zavala Rd	Sealant
8	2014	Stable Wood	Stable Briar	Stable Point Dr	Sealant
8	2014	Tejas Trail East	Camp Bullis Rd	Point Comanche	Sealant
8	2014	Trent Ranch	Asbury Vista	Baldwin Rdg	Sealant
8	2014	Valparaiso Way	Aristotle Pass	Baldwin Rdg	Sealant
8	2014	White Fawn Dr	N Loop 1604 W Access Rd	High Mountain Rd	Sealant
8	2014	Wild Eagle Rd	White Fawn Dr	Red Robin Rd	Sealant
9	2014	Airport Blvd	Ne Loop 410	John Huth	Rehabilitation
9	2014	Amberstone	Lightstone Dr	Lightstone Dr	Rehabilitation
9	2014	Brook Holw	Heimer Rd	Us Hwy 281 N	Rehabilitation
9	2014	Clearstone Dr	Stoneway Dr	Lightstone Dr	Rehabilitation
9	2014	Earthstone Dr	Amberstone	Arch Stone	Rehabilitation
9	2014	Gulfdale	Sandau	Isom Rd	Rehabilitation
9	2014	Jones Maltsberger Rd	E Nakoma & Skyplace Blvd	Starcrest Dr	Rehabilitation
9	2014	Jones Maltsberger Rd	Reunion Place	Us Hwy 281 N Access Rd	Rehabilitation
9	2014	Knights Cross Dr	Stone Oak Pkwy	Rocky Ct	Rehabilitation
9	2014	Lightstone	Riverstone Dr	Cul-De-Sac	Rehabilitation
9	2014	Mathilde Rd	Isom Rd	Mccullough Ave	Rehabilitation
9	2014	McCullough Ave	US Hwy 281 N Access Rd	Mathilde Rd	Rehabilitation
9	2014	Mt Tipton	Morey Peak	West Ave	Rehabilitation
9	2014	Reunion Place	US Hwy 281 N Access Rd	Jones Maltsberger Rd	Rehabilitation
9	2014	Riverstone Dr	Clearstone Dr	Dead End	Rehabilitation
9	2014	Starcrest Dr	Jones Maltsberger Rd	NE Entrance Rd & Wurzbach Pkwy	Rehabilitation
9	2014	Stepstone Dr	Lightstone Dr	Cul-De-Sac	Rehabilitation
9	2014	Stoneway Dr	Lightstone Dr & Hedgestone Dr	Hardy Oak Blvd	Rehabilitation
9	2014	West Ave	W Nakoma	W Silver Sands	Rehabilitation
9	2014	Adios	Churchill Estates Blvd	Cul-De-Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
9	2014	Almadin	Vineyards	Oak Farm	Sealant
9	2014	Amberstone	Lightstone Dr	Stoneway Dr	Sealant
9	2014	Arrow Rdg	Lost Arrow	Lost Arrow	Sealant
9	2014	Bluffcourt	Sage Blf	Cul-De-Sac	Sealant
9	2014	Burnt Arrow	Crooked Arrow	Lost Arrow	Sealant
9	2014	Chittim Meadow Dr	Chittim Hollow Dr	Chittim Trail Dr	Sealant
9	2014	Chittim Trail Dr	Chittim Meadow Dr	Chittim Woods Dr	Sealant
9	2014	Churchill Estates Blvd	Huebner Rd	Blanco Rd	Sealant
9	2014	Count Turf	Churchill Estates Blvd	Polynesian	Sealant
9	2014	Crestpark	Patricia Dr	Mt Perkins	Sealant
9	2014	Dancers Image	Churchill Estates Blvd	Northern Dancer	Sealant
9	2014	Donella Dr	Silverwood	Us Hwy 281 N Access Rd	Sealant
9	2014	Eminence	Polynesian	Dead End	Sealant
9	2014	Forward Pass	Kelso	Northern Dancer	Sealant
9	2014	Grail Quest	Knights Cross Dr	Cul-De-Sac	Sealant
9	2014	Hedgestone Dr	Granite Path	Stoneway Dr	Sealant
9	2014	Hidden Arrow	Arrow Rdg	Flaming Arrow	Sealant
9	2014	Idyllwild	Sutters Rim	Almadin	Sealant
9	2014	Ironoak	Lockhill-selma Rd	Cul-De-Sac	Sealant
9	2014	Kelso	Forward Pass	Swale	Sealant
9	2014	Kinsem	Kelso	Cul-De-Sac	Sealant
9	2014	Knights Banner	Visor Dr	Grail Quest	Sealant
9	2014	Knights Cross Dr	Stone Oak Pkwy	Evans Ave	Sealant
9	2014	Lemon Cv	Oak Farm	Cul-De-Sac	Sealant
9	2014	Lockhill-selma Rd	West Ave	Nw Military Hwy	Sealant
9	2014	Lost Arrow	Crooked Arrow	Arrow Hill	Sealant
9	2014	Mauna Kea	Mt Capote	Dead End	Sealant
9	2014	Morey Peak	Sunflower	Blanco Rd	Sealant
9	2014	Mt Boracho	Morey Peak	Fabulous	Sealant
9	2014	Mt Capote	Blanco Rd	Mauna Kea	Sealant
9	2014	Mt Ida	West Ave	Morey Peak	Sealant
9	2014	Mt Marcy	Mt Vieja	Sunflower	Sealant
9	2014	Mt Perkins	Blanco Rd	Mt Boracho	Sealant
9	2014	Mt Riga Dr	Blanco Rd	Prinz Dr	Sealant
9	2014	Mt Serolod	Blanco Rd	Mt Boracho	Sealant
9	2014	Noor	Forward Pass	Swale	Sealant
9	2014	Northern Dancer	Dead End	Cul-De-Sac	Sealant
9	2014	Oak Cabin	Oak Mist	Cul-De-Sac	Sealant
9	2014	Oak Farm	Knights Cross Dr	Sutters Rim	Sealant
9	2014	Oak Pebble	Oak Mist	Cul-De-Sac	Sealant
9	2014	Polynesian	Forward Pass	Count Turf	Sealant
9	2014	Royal Orbit	Northern Dancer	Polynesian	Sealant
9	2014	Serenade	West Ave	Blanco Rd	Sealant
9	2014	Silverwood	Lilly-crest Dr	Parhaven Dr	Sealant
9	2014	Springhill	Pipestone	Parhaven Dr	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
9	2014	Summit Crk	Summit Spgs	Summit Crest	Sealant
9	2014	Sunflower	Lockhill-selma Rd	Mt Marcy	Sealant
9	2014	Sutters Rim	Oak Farm	Cul-De-Sac	Sealant
9	2014	Swale	Churchill Estates Blvd	Cul-De-Sac	Sealant
9	2014	Trafalgar	Whitehall	Jones Maltsberger Rd	Sealant
9	2014	Vineyards	Stone Oak Pkwy	Idyllwild	Sealant
9	2014	Visor Dr	Grail Quest	Grail Quest	Sealant
9	2014	Vista Vw	Patricia Dr & Braesview	Blanco Rd	Sealant
10	2014	Broadway	Nacogdoches Rd	W Nottingham Dr	Rehabilitation
10	2014	E Nottingham Dr	Broadway	N New Braunfels Ave	Rehabilitation
10	2014	East Country Cir	Oak Country Way	Cul-De-Sac	Rehabilitation
10	2014	Fox Crk	Willow Run	Rocky Crk	Rehabilitation
10	2014	Hunting Valley	Stahl Rd	Oriskany	Rehabilitation
10	2014	Larkbrook Dr	Larkdale Dr	Larkmeadow Dr	Rehabilitation
10	2014	Larkfield Dr	Larkmeadow Dr	Larkdale Dr	Rehabilitation
10	2014	Larkgate Dr	Larkdale Dr	Larkmeadow Dr	Rehabilitation
10	2014	Larkmeadow Dr	Larkfield Dr	Larklair Dr	Rehabilitation
10	2014	Larkplace Dr	Larkdale Dr	Larkmeadow Dr	Rehabilitation
10	2014	Larkwalk Dr	Larkmeadow Dr	Cul-De-Sac	Rehabilitation
10	2014	Larkway Dr	Larkmeadow Dr	Cul-De-Sac	Rehabilitation
10	2014	Lorenz Rd	Nacogdoches Rd	Peter Baque	Rehabilitation
10	2014	Mabelle Dr	N Weidner Rd	Dead End	Rehabilitation
10	2014	Oak Country Way	Judson Rd	Dead End	Rehabilitation
10	2014	Pineway St	Oak Country Way	Timberway St	Rehabilitation
10	2014	Randolph Blvd	S Weidner Rd	O'connor Rd	Rehabilitation
10	2014	Red Fox	Willow Run	Dead End	Rehabilitation
10	2014	Silver Fox	Willow Run	Dead End	Rehabilitation
10	2014	Toepperwein Rd	IH 35 N Access Rd	Lookout Rd	Rehabilitation
10	2014	Willow Hill	Willow Run	Cul-De-Sac	Rehabilitation
10	2014	Wood Climb Dr	Dreamwood Dr	Larkmeadow Dr	Rehabilitation
10	2014	Arcadia Park	Drexel Run	Granger Patch	Sealant
10	2014	Argyle Pass	Canaan Cross	Arcadia Park	Sealant
10	2014	Argyle Way	Drexel Run	Ashbury Lodge	Sealant
10	2014	Blyford Ln	Everest Ave	Glacier Ln	Sealant
10	2014	Canaan Cross	Molino Ct	Wayland Run	Sealant
10	2014	Casa Alto	Chapala Way	Leonhardt Rd	Sealant
10	2014	Casa Bello	Casa Bonita	Casa Alto	Sealant
10	2014	Casa Bonita	Casa Bello	Leonhardt Rd	Sealant
10	2014	Casa Corona	Casa Bello	Casa Alto	Sealant
10	2014	Casa Corte	Encanta	Cul-De-Sac	Sealant
10	2014	Casa Espana	Casa Bonita	Casa Pinto	Sealant
10	2014	Casa Grande	Casa Bonita	Casa Pinto	Sealant
10	2014	Casa Manana	Casa Bonita	Casa Grande	Sealant
10	2014	Casa Nueva	Casa Grande	Dead End Or Cul De Sac	Sealant
10	2014	Casa Oro	Casa Bonita	Encanta	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
10	2014	Casa Pinto	Casa Oro	Casa Grande	Sealant
10	2014	Casa Rica	Encanta	Cul-De-Sac	Sealant
10	2014	Casa Rosa	Casa Grande	Dead End Or Cul De Sac	Sealant
10	2014	Casa Verde	Casa Bonita	Casa Pinto	Sealant
10	2014	Chapala Way	Schertz Rd & Thousand Oaks	Casa Alto	Sealant
10	2014	Darlington Gap	Argyle Way	Arcadia Park	Sealant
10	2014	Dijon Ct	Lorenz Rd	Dead End Or Cul De Sac	Sealant
10	2014	Donely Place	Basin Oak	Cortland Rdg	Sealant
10	2014	Drexel Run	Arcadia Park	Argyle Way	Sealant
10	2014	El Sendero	Leonhardt Rd	Nacogdoches Rd	Sealant
10	2014	Eldon Rock	Osborn Glade	Argyle Way	Sealant
10	2014	Emden Holw	Garwood Chase	Darien Wing	Sealant
10	2014	Encanta	Leonhardt Rd	Casa Oro	Sealant
10	2014	Excello Path	Graham Walk	Grandin Pass	Sealant
10	2014	Farber Dale	Tarkio Way	Eldon Rock	Sealant
10	2014	Garwood Chase	Briley Elm	Osborn Glade	Sealant
10	2014	Glacier Ln	Blyford Ln	Corita Dr	Sealant
10	2014	Goshen Grove	Graham Walk	Ashbury Lodge	Sealant
10	2014	Graham Walk	Argyle Way	Arcadia Park	Sealant
10	2014	Grandin Pass	Ashbury Lodge	Knollcreek	Sealant
10	2014	Granger Patch	Arcadia Park	Cul-De-Sac	Sealant
10	2014	Guadalajara Dr	El Sendero	Chapala Way	Sealant
10	2014	La Barranca St	El Sendero	Cul-De-Sac	Sealant
10	2014	Lancaster Gap	Arcadia Park	Cul-De-Sac	Sealant
10	2014	Loma Azul	Toepperwein Rd	Loma Vallejo	Sealant
10	2014	Loma Blanca	Loma Blanca	Loma Sierra	Sealant
10	2014	Loma Chica	Loma Secca	Loma Vino	Sealant
10	2014	Loma Secca	Loma Bonita	Loma Viento	Sealant
10	2014	Loma Sierra	Jud-toepper Way	Cul-De-Sac	Sealant
10	2014	Loma Vallejo	Loma Azul	Loma Vino	Sealant
10	2014	Loma Viento	Loma Secca	Cul-De-Sac	Sealant
10	2014	Loma Vino	Loma Vallejo	Loma Sierra	Sealant
10	2014	Lonesome Pine	Rocky Crk	Bear Run	Sealant
10	2014	Molino Ct	Wayland Run	Cul-De-Sac	Sealant
10	2014	N Green Mountain Rd	N Loop 1604 E Access Rd	Stahl Rd	Sealant
10	2014	Osborn Glade	Garwood Chase	Eldon Rock	Sealant
10	2014	Stahl Rd	Judson Rd	N Green Mountain Rd	Sealant
10	2014	Tarkio Way	Osborn Glade	Cul-De-Sac	Sealant
10	2014	Toepperwein Rd	Nacogdoches Rd	Lookout Rd	Sealant
10	2014	W Green Mountain Rd	N Loop 1604 E Access Rd	COSA City Limits	Sealant
10	2014	Wayland Run	Molino Ct	Canaan Cross	Sealant
10	2014	Wesco Blf	Argyle Way	Darien Wing	Sealant
10	2014	Willow Run	Stahl rd	Martins Ferry	Sealant
1,2	2014	E Josephine St	N Alamo St	Avenue B	Rehabilitation
1,9	2014	Jones Maltsberger Rd	Ne Loop 410 Access Rd	Us Hwy 281 N Access Rd	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
1	2015	Buckeye	Locknere	Basse	Rehabilitation
1	2015	Chelsea Dr	Vance Jackson	Saxon	Rehabilitation
1	2015	Clower	Belknap St	San Pedro Ave	Rehabilitation
1	2015	Dryden	Neer Ave	Dead End	Rehabilitation
1	2015	E Kings Hwy	McCullough Ave	W Kings Hwy	Rehabilitation
1	2015	E Lullwood Ave	Mccullough Ave	Shook Ave	Rehabilitation
1	2015	E Ramsey	San Pedro Ave & W Ramsey	Plymouth Ave	Rehabilitation
1	2015	Ewald	Valentino Place	E Mistletoe	Rehabilitation
1	2015	Folett	Dead End	Dead End	Rehabilitation
1	2015	Fulton Ave	Ih 10 W Access Rd	Fredericksburg Rd	Rehabilitation
1	2015	Gilbert Ln	Neer Ave	West Ave	Rehabilitation
1	2015	Gilbert Ln	Harkavy	Blanco Rd	Rehabilitation
1	2015	Gillespie	E Hildebrand Ave	Annie	Rehabilitation
1	2015	Harwood Dr	West Ave	Neer Ave	Rehabilitation
1	2015	Hitchings	W Cypress	W Poplar St	Rehabilitation
1	2015	Holland	McCullough Ave	Dead End East	Rehabilitation
1	2015	Judson St	E Hildebrand Ave	Annie	Rehabilitation
1	2015	Kendall	E Hildebrand Ave	Annie	Rehabilitation
1	2015	Lorene	Mccarty	Isom Rd	Rehabilitation
1	2015	McCullough Ave	Downshire	E Ramsey	Rehabilitation
1	2015	N Calaveras	Fredericksburg Rd	W Woodlawn	Rehabilitation
1	2015	N Sabinas	Culebra Rd	Rivas St	Rehabilitation
1	2015	Nesbit	W Cypress	Woodby	Rehabilitation
1	2015	Nesbit	Woodlief	W Cypress	Rehabilitation
1	2015	Newson	Folett	Renner Dr	Rehabilitation
1	2015	Redrock Dr	West Ave	Neer Ave	Rehabilitation
1	2015	Renner Dr	Vance Jackson	Dead End	Rehabilitation
1	2015	S San Saba	El Paso St	Guadalupe St	Rehabilitation
1	2015	Schmeltzer Ln	West Ave	Brookview Dr	Rehabilitation
1	2015	Spencer Ln	Vance Jackson	Balcones Heights City Limits	Rehabilitation
1	2015	Valentino Place	E Mistletoe	Kings Ct	Rehabilitation
1	2015	W Agarita Ave	Belknap St	Mccullough Ave	Rehabilitation
1	2015	W Cypress	N Flores St	Woodlief	Rehabilitation
1	2015	W Hermosa	Belknap St	San Pedro Ave	Rehabilitation
1	2015	W Kings Hwy	E Kings Hwy	San Pedro Ave	Rehabilitation
1	2015	W Lullwood Ave	McCullough Ave	San Pedro Ave	Rehabilitation
1	2015	W Wildwood	San Pedro Ave	Oran	Rehabilitation
1	2015	Wolfe Rd	Plymouth Ave	Isom Rd	Rehabilitation
1	2015	Woodby	Woodlief	Dead End	Rehabilitation
1	2015	Basse	Blanco Rd	Olympia	Sealant
1	2015	Basse	Olympia	West Ave	Sealant
1	2015	Basse	Blanco Rd	Olympia	Sealant
1	2015	Belknap St	W Agarita Ave	W Hildebrand Ave	Sealant
1	2015	Blanco Rd	Nw Loop 410 Access Rd	Jackson-keller Rd	Sealant
1	2015	Brookview Dr	Weizmann	Dead End	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
1	2015	Buckeye	Ih 10 W Access Rd	Basse	Sealant
1	2015	Cliffwood Dr	Neer Ave	West Ave	Sealant
1	2015	Colton Dr	Empire St	Everest Ave	Sealant
1	2015	Conway	Empire St	Everest Ave	Sealant
1	2015	Dawnview Ln	Rosehill Dr	Brookview Dr	Sealant
1	2015	E Kings Hwy	Mccullough Ave	Shook Ave	Sealant
1	2015	E Magnolia Ave	W Magnolia Ave & N Main Ave	Mccullough Ave	Sealant
1	2015	Grant Ave	Fresno	W Hermosa	Sealant
1	2015	Grant Ave	W Hermosa	Basse	Sealant
1	2015	Harkavy	Dresden	Gilbert Ln	Sealant
1	2015	Howard St	W Craig Place	W Rosewood Ave	Sealant
1	2015	Jackson-keller Rd	Blanco Rd	Mccullough Ave	Sealant
1	2015	Jade	Empire St	Everest Ave	Sealant
1	2015	Langton	Thames Dr	Blanco Rd	Sealant
1	2015	Lorene	W Ramsey	Southtrail	Sealant
1	2015	Mavis	Conway	Dead End South	Sealant
1	2015	Neer Ave	W Mariposa	San Angelo Blvd	Sealant
1	2015	Perez St	N Brazos St	Dead End Or Cul De Sac	Sealant
1	2015	Perez St	N Calaveras	Dead End Or Cul De Sac	Sealant
1	2015	Rosehill Dr	Basse	Dead End	Sealant
1	2015	Scotland	Dresden	Gilbert Ln	Sealant
1	2015	W Magnolia Ave	N Main Ave & E Magnolia Ave	San Pedro Ave	Sealant
1	2015	W Martin St	N Brazos St	N Navidad	Sealant
1	2015	W Poplar St	Nw 19th St	Dead End West	Sealant
1	2015	W Ramsey	San Pedro Ave	Lorene	Sealant
1	2015	West Dr	W Woodlawn	Fredericksburg Rd	Sealant
2	2015	Bayhead Dr	Dellhaven	Semlinger Rd	Rehabilitation
2	2015	Carolina	S Cherry	S Mesquite St	Rehabilitation
2	2015	Center Park Blvd	Fratt Rd	IH 35 N Access Rd	Rehabilitation
2	2015	Covina Ave	Fonville	Dell Oak Dr	Rehabilitation
2	2015	Creekmoor	Dellhaven	Semlinger Rd	Rehabilitation
2	2015	Cresham Dr	Corinne	Grantham	Rehabilitation
2	2015	Davis Ct	Broadway	N New Braunfels Ave	Rehabilitation
2	2015	Dell Oak Dr	Cyril	Cicero Ave	Rehabilitation
2	2015	E Drexel Ave	Amanda	Pecan Valley Dr	Rehabilitation
2	2015	I St	Amanda	Hampton St	Rehabilitation
2	2015	Invicta Dr	Corinne	Grantham	Rehabilitation
2	2015	La Sabre	Corinne	Grantham	Rehabilitation
2	2015	Lakewood Dr	Bible St	Diane Rd	Rehabilitation
2	2015	Lamar St	N Walters St	N Rio Grande	Rehabilitation
2	2015	Lamar St	Austin St	N Pine St	Rehabilitation
2	2015	Landmark Dr	Pear Tree	Judivan	Rehabilitation
2	2015	Leonidas Dr	WW White Rd	Upland Dr	Rehabilitation
2	2015	Mary Diane Dr	Dellhaven	Semlinger Rd	Rehabilitation
2	2015	Mississippi	S Cherry	Dead End	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
2	2015	Nopal St	Cooper St	Porter St	Rehabilitation
2	2015	Poinsettia	N Rio Grande	Onslow	Rehabilitation
2	2015	Porter St	S Gevers St	S New Braunfels Ave	Rehabilitation
2	2015	Readwell Dr	S WW White Rd	Upland Dr	Rehabilitation
2	2015	Sewanee St	Hampton St	Pecan Valley Dr	Rehabilitation
2	2015	Stolnet	Algruth Dr	Martin Luther King Dr	Rehabilitation
2	2015	Twohig Ave	Hampton St	G St	Rehabilitation
2	2015	Wycliff	Semlinger Rd	Dellhaven	Rehabilitation
2	2015	Bernadine Dr	Diane Rd	Semlinger Rd	Sealant
2	2015	Bikini Dr	Blue Ash	Kingston	Sealant
2	2015	Blaine St	N New Braunfels Ave	N Gevers St	Sealant
2	2015	Blaze Dr	Kingston	Cul-De-Sac	Sealant
2	2015	Blue Ash	Judivan	Bikini Dr	Sealant
2	2015	Burleson St	N New Braunfels Ave	N Gevers St	Sealant
2	2015	Castle Brook	Castle Cross	Dead End	Sealant
2	2015	Castle Hunt Dr	Castle Knoll	Castle Cross	Sealant
2	2015	Castle Knoll	Castle Brook	Dead End South	Sealant
2	2015	Castle Lake	Castle Knoll	Castle Cross	Sealant
2	2015	Castle Lance Dr	Castle Prince Dr	Midcrown Dr E	Sealant
2	2015	Castle Path Dr	Castle Prince Dr	Midcrown Dr E	Sealant
2	2015	Castle Prince Dr	Castle Lance Dr	Castle Brook	Sealant
2	2015	Castle Shield	Castle Lance Dr	Midcrown Dr E	Sealant
2	2015	Crosswell	Landmark Dr	Cul-De-Sac	Sealant
2	2015	Diane Rd	Rigsby Ave	Rice Rd	Sealant
2	2015	Edgar Dr	N Walters St	Larry St	Sealant
2	2015	Essex St	Hoefgen Ave	S New Braunfels Ave	Sealant
2	2015	Fratt Rd	Rittiman Rd & Business Park	Eisenhauer Rd	Sealant
2	2015	Gabriel	N New Braunfels Ave	N Gevers St	Sealant
2	2015	Gabriel	N Gevers St	N Rio Grande & Onslow	Sealant
2	2015	Goodhue Ave	Kingston	Dell Oak Dr	Sealant
2	2015	Harlow Dr	Lanark Dr	Eisenhauer Rd	Sealant
2	2015	Hays St	N Rio Grande	Onslow	Sealant
2	2015	Hershey	Dellhaven	Semlinger Rd	Sealant
2	2015	Hialeah Ave	Kingston	Dell Oak Dr	Sealant
2	2015	Lakewood Dr	Dellhaven	Semlinger Rd	Sealant
2	2015	Lucerne	Landmark Dr	Cul-De-Sac	Sealant
2	2015	Montana	S Hackberry St	S New Braunfels Ave	Sealant
2	2015	Moten St	St Martin	Lockhart	Sealant
2	2015	Moten St	Unnamed St At Sherman St	St Martin	Sealant
2	2015	N Rio Grande	Larry St	Burnet St	Sealant
2	2015	Palm Bay	Moana Dr	Tropical Dr	Sealant
2	2015	Pear Tree	Landmark Dr	Judivan	Sealant
2	2015	Red Blf	Landmark Dr	Judivan	Sealant
2	2015	S Pine St	Iowa St	Westfall Ave	Sealant
2	2015	S Pine St	Iowa St	Denver Blvd	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
2	2015	Seguin St	N New Braunfels Ave	Edgar Dr	Sealant
2	2015	Tropical Dr	Blue Ash	Palm Bay	Sealant
2	2015	Tropical Dr	Molokai	Glendora	Sealant
3	2015	Braubach	Roosevelt Ave	330 ft East of Roosevelt	Rehabilitation
3	2015	Channing	Nopal St	S Gevers St	Rehabilitation
3	2015	Creath Place	Gladnell Ave	Fournier	Rehabilitation
3	2015	E Amber	Gladnell Ave	S Flores St	Rehabilitation
3	2015	E Pyron Ave	Padre Dr	San Jose Dr	Rehabilitation
3	2015	Floss Rd	Zerm Rd	Dead End East	Rehabilitation
3	2015	Hiawatha	Nopal St	S Gevers St	Rehabilitation
3	2015	Hot Wells	S New Braunfels Ave	Ih 37 S Access Rd	Rehabilitation
3	2015	Huizar St	Roosevelt Ave	Mission Rd	Rehabilitation
3	2015	Lucinda	Ashley Rd	Bernard Dr	Rehabilitation
3	2015	March Ave	S Flores Rd	Roosevelt Ave	Rehabilitation
3	2015	Mc Kinley Ave	Roosevelt Ave	S Presa St	Rehabilitation
3	2015	Moursund Blvd	E Baetz Blvd	SW Loop 410 Access Rd	Rehabilitation
3	2015	Nopal St	Fair Ave	Channing	Rehabilitation
3	2015	Pecan Grove Blvd	Treehouse Dr	E Southcross Blvd	Rehabilitation
3	2015	S Flores St	Ashley Rd & Roosevelt Ave	E Amber	Rehabilitation
3	2015	S Mittman St	Rigsby Ave	E Highland Blvd	Rehabilitation
3	2015	S Mittman St	Vanderbilt	Hiawatha	Rehabilitation
3	2015	S New Braunfels Ave	Pecan Valley Dr	Hot Wells	Rehabilitation
3	2015	S Presa St	Ih 10 E Access Rd	Hicks Ave	Rehabilitation
3	2015	Sexauer Dr	E Pyron Ave	Floss Rd	Rehabilitation
3	2015	Treegarden Dr	Gittinger	Pecan Grove Blvd	Rehabilitation
3	2015	Chaucer Ave	Creath Place	E Formosa Blvd	Sealant
3	2015	Chaucer Ave	E Amber	Creath Place	Sealant
3	2015	Doup	Monroe	School St	Sealant
3	2015	E Ackard Place	Gladnell Ave & E Amber	Fournier	Sealant
3	2015	E Amber	E Amber	Gladnell Ave & E Ackard Place	Sealant
3	2015	E Amber	E Amber	Langford Place & Gladnell Ave	Sealant
3	2015	E Amber	Pleasanton Rd & W Amber	E Amber	Sealant
3	2015	E Formosa Blvd	Pleasanton Rd & W Formosa Blvd	S Flores St	Sealant
3	2015	E Huff	Mission Rd	S Flores Rd	Sealant
3	2015	E Hutchins Place	Pleasanton Rd	Chaucer Ave	Sealant
3	2015	E Hutchins Place	Pleasanton Rd	Chaucer Ave	Sealant
3	2015	E Mitchell St	Roosevelt Ave	S Presa St	Sealant
3	2015	E Vestal Place	Pleasanton Rd & W Vestal Place	Chaucer Ave	Sealant
3	2015	Escalon Ave	Cantrell Dr	W Formosa Blvd	Sealant
3	2015	Fairbanks	Kirkpatrick	School St	Sealant
3	2015	Fournier	E Amber	E Formosa Blvd	Sealant
3	2015	Hansford St	Roosevelt Ave	S Presa St	Sealant
3	2015	Kirkpatrick	Roosevelt Ave	Parker	Sealant
3	2015	Langford Place	E Amber & Gladnell Ave	Chaucer Ave	Sealant
3	2015	Leah Dr	Ashley Rd	Bernard Dr	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
3	2015	Mcmullen	Roosevelt Ave	S Presa St	Sealant
3	2015	Monroe	E Mitchell St	School St	Sealant
3	2015	Naylor	School St	Zapata	Sealant
3	2015	Oxana Ave	E Vestal Place	E Amber	Sealant
3	2015	Oxana Ave	E Amber	Saipan Place	Sealant
3	2015	Parker	E Mitchell St	Dead End	Sealant
3	2015	Proctor Blvd	Logwood Ave	Cul-De-Sac	Sealant
3	2015	School St	Roosevelt Ave	S Presa St	Sealant
3	2015	Steves Ave	S Hackberry St	Roosevelt Ave	Sealant
3	2015	Tremlett	Doup	S Presa St	Sealant
3	2015	W Formosa Blvd	Commercial Ave	Pleasanton Rd	Sealant
3	2015	W Vestal Place	Hilton Ave	Dead End	Sealant
3	2015	Ware Blvd	Pleasonton	Roosevelt Ave	Sealant
4	2015	Amber Valley	Medina Base Rd	Ray Ellison Blvd	Rehabilitation
4	2015	Ashmore	Simplicity Dr	Bratton	Rehabilitation
4	2015	Braddock	Fillmore Dr	General Bragg	Rehabilitation
4	2015	Churing Dr	Platte Trail Dr	Cul-De-Sac	Rehabilitation
4	2015	Churing Dr	Prescott Dr	Bratton	Rehabilitation
4	2015	Crenshaw St	W Vestal Place	Gaddis Blvd	Rehabilitation
4	2015	Five Palms Dr	Ray Ellison Blvd	Old Pearsall Rd	Rehabilitation
4	2015	Gaddis Blvd	Marek St	S Zarzamora	Rehabilitation
4	2015	Ingleton	Holwick	Guilford Ct	Rehabilitation
4	2015	Louisburg	Flower Forest	Ferdinand	Rehabilitation
4	2015	Medina Base Rd	Ray Ellison Blvd	SW Loop 410 Access Rd	Rehabilitation
4	2015	Mill Valley Dr	Lark Valley Dr	Pine Valley Dr	Rehabilitation
4	2015	Old Sky Harbor	Old Pearsall Rd	Boston Harbor Dr	Rehabilitation
4	2015	Parnell Ave	Marek St	Peterson Ave	Rehabilitation
4	2015	Peterson Ave	Marek St	S Zarzamora	Rehabilitation
4	2015	Platte Trail Dr	S Ellison Dr	Churing Dr	Rehabilitation
4	2015	Spotted Deer	Stoney Crk	Falling Star	Rehabilitation
4	2015	White Star	Stoney Creek	Cul-De-Sac	Rehabilitation
4	2015	Wilma Jean	W Ansley Blvd	Dead End	Rehabilitation
4	2015	Austin Valley	Glen Valley	Brook Valley Dr	Sealant
4	2015	Bay Hurst	Durette	Gaylord Dr	Sealant
4	2015	Bending	Claymore	Redstart	Sealant
4	2015	Big Valley Dr	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
4	2015	Boling Brook	Sand Harbor	Ingram Rd & Deer Hide	Sealant
4	2015	Bronco Ln	Sw Loop 410 Access Rd	Rawhide Ln	Sealant
4	2015	Brook Valley Dr	Ray Ellison Blvd	Snow Valley	Sealant
4	2015	Buckboard Ln	Spur Dr	Rawhide Ln	Sealant
4	2015	Cameron's Way	Gaylord Dr	State Hwy 16 S Access Rd	Sealant
4	2015	Cartwheel Ln	Spur Dr	Rawhide Ln	Sealant
4	2015	Claymore	Durette	Bending	Sealant
4	2015	Cloverbrook	Boling Brook	Tree Haven	Sealant
4	2015	Cockroft Dr	Moffitt Dr	Cul-De-Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
4	2015	Coe Dr	Moffitt Dr	Cul-De-Sac	Sealant
4	2015	Collenback Run	Sampson Dr	Dugas Dr	Sealant
4	2015	Colt	Us Hwy 90 W Access Rd	Muleshoe Ln	Sealant
4	2015	Connell Garden	N Ellison Dr	Sampson Dr	Sealant
4	2015	Dana Cir	Valley Star Dr	Cul-De-Sac	Sealant
4	2015	Dove Valley	Austin Valley	Cul-De-Sac	Sealant
4	2015	Durette	Claymore	Gaylord Dr	Sealant
4	2015	Fidelia	Claymore	Cul-De-Sac	Sealant
4	2015	Frontier Dr	Us Hwy 90 W Access Rd	Cul-De-Sac	Sealant
4	2015	Garden Valley	Medina Base Rd	Ray Ellison Blvd	Sealant
4	2015	Gaylord Dr	Dead End	Dead End	Sealant
4	2015	Glen Valley	Austin Valley	Cul-De-Sac	Sealant
4	2015	Hackamore Ln	Westlyn	Westrock Dr	Sealant
4	2015	Hickory Trl	Boling Brook	Honeytree Ln	Sealant
4	2015	Highcrest Dr	Lancrest Dr	Cul-De-Sac	Sealant
4	2015	Honeytree Ln	Boling Brook	Heritage Farm	Sealant
4	2015	Ivy Ridge Ln	Valley Star Dr	Gaylord Dr	Sealant
4	2015	Kingsride Dr	Gaylord Dr	State Hwy 16 S Access Rd	Sealant
4	2015	Lancrest Dr	Gaylord Dr	Dead End	Sealant
4	2015	Lemon Tree	Tree Haven	Boling Brook	Sealant
4	2015	Magnolia Bend	Magnolia River	Magnolia Run	Sealant
4	2015	Magnolia Crest	Magnolia River	Magnolia Run	Sealant
4	2015	Magnolia Field	Magnolia Run	Dugas Dr	Sealant
4	2015	Magnolia Hill	Magnolia River	Magnolia Run	Sealant
4	2015	Magnolia Park	Magnolia Summit	N Ellison Dr & Ruby Cavern Dr	Sealant
4	2015	Magnolia River	Magnolia Field	Magnolia Summit	Sealant
4	2015	Magnolia Run	Magnolia Field	Magnolia Summit	Sealant
4	2015	Magnolia Summit	Magnolia River	Magnolia Run	Sealant
4	2015	Maple Valley	Medina Base Rd	Ray Ellison Blvd	Sealant
4	2015	Misty Valley	Brook Valley Dr	Dead End Or Cul De Sac	Sealant
4	2015	Moffitt Dr	Sampson Dr	Collenback Run	Sealant
4	2015	Moon Valley	Medina Base Rd	Ray Ellison Blvd	Sealant
4	2015	Morning Valley	Clay loop	Sun Valley	Sealant
4	2015	Moss Spg	Redstart	Dead End	Sealant
4	2015	Musket	Durette	Bay Hurst	Sealant
4	2015	Redstart	Valley Star Dr	Gaylord Dr	Sealant
4	2015	Sampson Dr	Collenback Run	Cul-De-Sac	Sealant
4	2015	Sand Harbor	Saddlebrook Dr	Dead End Or Cul De Sac	Sealant
4	2015	Spur Dr	Bronco Ln	Westrock Dr	Sealant
4	2015	Stagecoach Ln	Gunsmoke	Rawhide Ln	Sealant
4	2015	Stoney Crk	Spotted Deer	Dead End Or Cul De Sac	Sealant
4	2015	Tilson Dr	Winsome Ln	Cul-De-Sac	Sealant
4	2015	Tree Haven	Cloverbrook	Honeytree Ln	Sealant
4	2015	Valley Star Dr	Fidelia	Gaylord Dr	Sealant
4	2015	Walnut Valley Dr	Lark Valley Dr	Slate Valley	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
4	2015	Westfield Dr	Spur Dr	Rawhide Ln	Sealant
4	2015	Westrock Dr	Spur Dr	Rawhide Ln	Sealant
4	2015	Wink Cir	Gaylord Dr	Cul-De-Sac	Sealant
4	2015	Winsome Ln	Highcrest Dr	Cul-De-Sac	Sealant
4	2015	Woodsage Dr	Highcrest Dr	Gaylord Dr	Sealant
5	2015	Alta Sita	S General McMullen	Dead End	Rehabilitation
5	2015	Alta Vista St	S Navidad	S Trinity	Rehabilitation
5	2015	Amires Place	Hortencia St	NW 38Th St	Rehabilitation
5	2015	Angela St	S Cibolo St	S Brazos St	Rehabilitation
5	2015	Azucena St	Maridel Ave & Hortencia St	NW 38Th St	Rehabilitation
5	2015	Azucena St	Dead End	NW 38Th St	Rehabilitation
5	2015	Buckingham	S Presa St	E Highland Blvd	Rehabilitation
5	2015	Grand Jean	W Mitchell St	Dead End	Rehabilitation
5	2015	Hidalgo St	S Zarzamora	Potosi St	Rehabilitation
5	2015	Holz St	W Commerce St	Dead End	Rehabilitation
5	2015	Jean St	S Cibolo St	S Trinity	Rehabilitation
5	2015	Jean St	S Cibolo St	S Brazos St	Rehabilitation
5	2015	Knoke	W Commerce St	Landa Ave	Rehabilitation
5	2015	La Croix	Mckay St	Dead End	Rehabilitation
5	2015	Landa Ave	N General Mcmullen	Matyear	Rehabilitation
5	2015	Mckay	Mcaskill	Probandt St	Rehabilitation
5	2015	Mckay	Probandt St	Dead End	Rehabilitation
5	2015	Menchaca	N General McMullen	NW 28Th St	Rehabilitation
5	2015	N General Mcmullen	W Martin St	W Commerce St	Rehabilitation
5	2015	N General Mcmullen	Lombrano	Dartmouth St	Rehabilitation
5	2015	NW 29Th St	Rollins Ave	W Poplar St	Rehabilitation
5	2015	Otho	W Gerald	W Pyron Ave	Rehabilitation
5	2015	Otto St	Wagner Ave	W Pyron Ave	Rehabilitation
5	2015	S Laredo St	S Zarzamora	S Brazos St	Rehabilitation
5	2015	S Trinity	S Laredo St	Saltillo St	Rehabilitation
5	2015	Whitman Ave	Somerset Rd	Dead End	Rehabilitation
5	2015	Wilmot	N General Mcmullen	Matyear	Rehabilitation
5	2015	Blueridge	N General Mcmullen	Nw 27th St	Sealant
5	2015	Buena Vista St	S San Joaquin	S General Mcmullen	Sealant
5	2015	Conner	W Mitchell St	McKay	Sealant
5	2015	Faust	N General McMullen	Matyear St	Sealant
5	2015	Jewett	S San Joaquin	S General Mcmullen	Sealant
5	2015	Jupiter	Frio City Rd	Dead End West	Sealant
5	2015	Kirk Place	Frio City Rd	Sw 21st St	Sealant
5	2015	Loma Vista St	S Hamilton Ave	Sw 19th St	Sealant
5	2015	Mallard St	Whitman Ave	W Pyron Ave	Sealant
5	2015	Mars	Thompson Place	Jupiter	Sealant
5	2015	McAskill	W Mitchell St	McKay	Sealant
5	2015	N San Bernardo	Culebra Rd	Rivas St	Sealant
5	2015	N San Joaquin	Culebra Rd	W Commerce St	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
5	2015	N San Manuel	Culebra Rd	Rivas St	Sealant
5	2015	Neptune	Thompson Place	Jupiter	Sealant
5	2015	Nw 27th St	Culebra Rd	Dead End South at Delgado St	Sealant
5	2015	S Laredo St	Sw 21st St	S Zarzamora	Sealant
5	2015	S Navidad	Buena Vista St	S Laredo St	Sealant
5	2015	S San Dario	W Commerce St	Dead End South	Sealant
5	2015	S San Horacio	W Commerce St	Jewett	Sealant
5	2015	S Trinity	W Commerce St	S Laredo St	Sealant
5	2015	S Zarzamora	Frio City Rd	Kirk Place	Sealant
5	2015	Saturn	Thompson Place	Jupiter	Sealant
5	2015	Venus	Thompson Place	Jupiter	Sealant
5	2015	Villa Arboles	Villa Norte	W Poplar St	Sealant
5	2015	Villa Grande	Villa Norte	W Poplar St	Sealant
5	2015	Villa Norte	Villa Norte	W Poplar St	Sealant
5	2015	W Laurel St	Nw 26th St	Dead End	Sealant
5	2015	W Martin St	N General McMullen	N Calaveras	Sealant
5	2015	W Pyron Ave	Otho	Somerset Rd	Sealant
5	2015	W Pyron Ave	Kyle St	Wabash St	Sealant
5	2015	Weir Ave	Dahlgreen Ave	Cupples Rd	Sealant
6	2015	Cotton Holw	Rim Line Dr	Cul-De-Sac	Rehabilitation
6	2015	Culebra Rd	Nw Loop 410 Access Rd	Callaghan Ave	Rehabilitation
6	2015	Greenberry	Shady Grove	Crestfield	Rehabilitation
6	2015	Meadow Fire	Timber View Dr	Cul-De-Sac	Rehabilitation
6	2015	Meadow Forest	Meadow River	Meadow Pass	Rehabilitation
6	2015	Meadow Pass	Meadow Forest	Meadow Post	Rehabilitation
6	2015	Meadow River	Meadow Forest	Meadow Fire	Rehabilitation
6	2015	Meadow Swan	Timber View Dr	Reed Rd	Rehabilitation
6	2015	O'Riley Dr	Herder Circle Dr	Cul-De-Sac	Rehabilitation
6	2015	Pineville Rd	Starhaven Place	Timbercreek Dr	Rehabilitation
6	2015	Rim Line Dr	Timber View Dr	Woodline	Rehabilitation
6	2015	Starhaven Place	Lawnwood	Hickory Grove Dr	Rehabilitation
6	2015	Timbercreek Dr	Canyon Ridge	W Military Dr	Rehabilitation
6	2015	Van Ness Dr	Ashprington	Culebra Rd	Rehabilitation
6	2015	Westover Hills Blvd	Culebra Rd	Hunt Ln	Rehabilitation
6	2015	Blue Oak Ln	Pinn Rd	Swaying Oaks Dr	Sealant
6	2015	Bushbuck Way	Roan Brook	Gemsbuck Chase	Sealant
6	2015	Cactus Crk	Desert Morning	Cul-De-Sac	Sealant
6	2015	Crystal Pt	Tranquil Crk	Dead End	Sealant
6	2015	Cypress Grove	Starhaven Place	Timbercreek Dr	Sealant
6	2015	Desert Morning	Windline	Sageline	Sealant
6	2015	Echo Fork	Field Wood	Dead End Or Cul De Sac	Sealant
6	2015	Field Wood	Reed Rd & Meadow Swan	Herder Circle Dr	Sealant
6	2015	Flaming Oak	Swaying Oaks Dr	Cul-De-Sac	Sealant
6	2015	Forest Fox Dr	Field Wood	Mission Forest Dr	Sealant
6	2015	Frontier Trail Dr	Herder Circle Dr	Cul-De-Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
6	2015	Gallery Oak	Swaying Oaks Dr	Cul-De-Sac	Sealant
6	2015	Gazelle Ford	Roan Brook	Sable Green	Sealant
6	2015	Gazelle Forest	Roan Brook	Sable Arrow	Sealant
6	2015	Gemsbuck Chase	Roan Brook	Roan Brook	Sealant
6	2015	Hayden Holw	Rim Line Dr	Cul-De-Sac	Sealant
6	2015	Herder Circle Dr	Field Wood	Mission Forest Dr	Sealant
6	2015	Hickory Grove Dr	Hidden Pond	Timbercreek Dr	Sealant
6	2015	Hidden Pond	Hickory Grove Dr	Cul-De-Sac	Sealant
6	2015	Impala Park	Roan Brook	Dead End Or Cul De Sac	Sealant
6	2015	Impala Summit	Wiseman Blvd	Dead End Or Cul De Sac	Sealant
6	2015	Ingram Rd	Culebra Rd	Dead End	Sealant
6	2015	Meadow Dr	Pipers Ln	Pipers Rdg	Sealant
6	2015	Meadow Fire	Timber View Dr	Meadow River	Sealant
6	2015	Meadow Post	Meadow Pass	Meadow Rain	Sealant
6	2015	Meadow Rain	Meadow Sun	Meadow Post	Sealant
6	2015	Meadow Sun	Timber View Dr	Meadow Rain	Sealant
6	2015	Meadow Tree	Timber View Dr	Dead End	Sealant
6	2015	Middle Oaks Dr	Noble Oak Dr	Swaying Oaks Dr	Sealant
6	2015	Mission Forest Dr	Herder Circle Dr	Cul-De-Sac	Sealant
6	2015	Mt Crosby Dr	Mt Helen Dr	Dead End East	Sealant
6	2015	Mt Evans Dr	Rogers Rd	Dead End East	Sealant
6	2015	Mt Helen Dr	Mt Evans Dr	Mt Baker Dr	Sealant
6	2015	Mt Hood Dr	Mt Helen Dr	Dead End East	Sealant
6	2015	Mt Mckinley Dr	Mt Evans Dr	Dead Ends North Both Sides	Sealant
6	2015	Noble Oak Dr	Blue Oak Ln	Pleasant Oak Dr	Sealant
6	2015	Oakfield Way	Grissom Rd	Oakstone Place	Sealant
6	2015	Paradise Oak Dr	Swaying Oaks Dr	Cul-De-Sac	Sealant
6	2015	Pipers Blf	Pipers Ct	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Crest	Pipers Hill	Pipers Valley	Sealant
6	2015	Pipers Crk	Culebra Rd	Ingram Rd	Sealant
6	2015	Pipers Ct	Pipers Vw	Pipers Blf	Sealant
6	2015	Pipers Field	Pipers Hill	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Glade	Pipers Valley	Meadow Dr	Sealant
6	2015	Pipers Haven	Pipers Way	Pipers Run	Sealant
6	2015	Pipers Hill	Pipers Crest	Pipers Ln	Sealant
6	2015	Pipers Hill	Pipers Ln	Pipers Meadow	Sealant
6	2015	Pipers Ln	Pipers Swan	Cul-De-Sac	Sealant
6	2015	Pipers Meadow	Pipers Hill	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Path	Pipers Way	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Rdg	Pipers Swan	Pipers Hill	Sealant
6	2015	Pipers Run	Pipers Haven	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Swan	Pipers Ln	Pipers Rdg	Sealant
6	2015	Pipers Trl	Pipers Blf	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Valley	Pipers Glade	Pipers Crest	Sealant
6	2015	Pipers Vw	Pipers Ln	Pipers Ct	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
6	2015	Pipers Walk	Pipers Field	Pipers Meadow	Sealant
6	2015	Pipers Way	Pipers Trl	Pipers Haven	Sealant
6	2015	Pleasant Oak Dr	Noble Oak Dr	Swaying Oaks Dr	Sealant
6	2015	Reed Rd	W Military Dr	Culebra Rd	Sealant
6	2015	Ridge Stone	Rim Line Dr	Rim Rock Trl	Sealant
6	2015	Roan Brook	Impala Summit	Gemsbuck Chase	Sealant
6	2015	Roan Field	Bushbuck Way	Dead End Or Cul De Sac	Sealant
6	2015	Roan Lodge	Roan Brook	Gemsbuck Chase	Sealant
6	2015	Sable Arrow	Gemsbuck Chase	Impala Summit	Sealant
6	2015	Sable Green	Roan Brook	Gazelle Ford	Sealant
6	2015	Sable Leap	Roan Brook	Dead End Or Cul De Sac	Sealant
6	2015	Sageline	Desert Morning	Cul-De-Sac	Sealant
6	2015	Swaying Oaks Dr	Westleaf	Pleasant Oaks Dr	Sealant
6	2015	Sweet Forest	Forest Fox Dr	Cul-De-Sac	Sealant
6	2015	Swiss Oaks	Swaying Oaks Dr	Cul-De-Sac	Sealant
6	2015	Tranquil Crk	Crystal Pt	Oakstone Place	Sealant
6	2015	Westover Hills Blvd	N Ellison Dr	State Hwy 151 Access Rd	Sealant
6	2015	Windline	Desert Morning	Woodline	Sealant
6	2015	Woodrock	Rim Line Dr	Cul-De-Sac	Sealant
7	2015	Alexander Hamilton	Sutton	St Cloud	Rehabilitation
7	2015	Bethany Place	Babcock Rd	Loma Linda Dr	Rehabilitation
7	2015	Bexar	Red Bud Dr	Evelyn Dr	Rehabilitation
7	2015	Clear Water	Cul-De-Sac North	Cul-De-Sac South	Rehabilitation
7	2015	Donaldson Ave	E Quill Dr	Wild Cherry	Rehabilitation
7	2015	Duke Ave	W Woodlawn	Wake Forrest	Rehabilitation
7	2015	E Quill Dr	Bandera Rd	Donaldson Ave	Rehabilitation
7	2015	Germania St	W Mistletoe	Cincinnati Ave	Rehabilitation
7	2015	Granite Crk	Granite Crk	Pebble Crk	Rehabilitation
7	2015	Hickory St	W Mistletoe	W Woodlawn	Rehabilitation
7	2015	Lost Ln	Grissom Rd	Dead End	Rehabilitation
7	2015	Manor Dr	W Mistletoe	Huisache Ave	Rehabilitation
7	2015	Moss Crk	Cul-De-Sac	Cul-De-Sac	Rehabilitation
7	2015	Pebble Crk	Timberhill Dr	Timber Bend	Rehabilitation
7	2015	Ridge Dr	Benrus	W Quill Dr	Rehabilitation
7	2015	Timber Bend	Granite Crk	Pebble Crk	Rehabilitation
7	2015	Vaughan Place	Babcock Rd	Loma Linda Dr	Rehabilitation
7	2015	W Ashby Place	Emory St	Wilson Blvd	Rehabilitation
7	2015	W Huisache Ave	St Cloud	Dead End	Rehabilitation
7	2015	W Magnolia Ave	Manor Dr & W Mistletoe	Wilson Blvd	Rehabilitation
7	2015	W Mistletoe	St Cloud	Wilson Blvd	Rehabilitation
7	2015	W Mulberry Ave	Manor Dr	Kampmann Ave	Rehabilitation
7	2015	W Mulberry Ave	Morning Glory	Manor Dr & W Huisache Ave	Rehabilitation
7	2015	W Woodlawn	Wilson Blvd	St Cloud	Rehabilitation
7	2015	Belfair	Marquette	Overhill	Sealant
7	2015	Bexar	Colleen	Red Bud Dr	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
7	2015	Blake Oak Run	Shade Tree	Tezel Rd	Sealant
7	2015	Braun Valley	Tezel Rd	Cul-De-Sac	Sealant
7	2015	Camino Santa Maria	Culebra Rd	W Woodlawn	Sealant
7	2015	Chapultepec	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
7	2015	Colleen	Palm Dr	Donaldson Ave	Sealant
7	2015	Colleen	Donaldson Ave	Shadwell	Sealant
7	2015	Cool Crk	Timberhill Dr	Cul-De-Sac	Sealant
7	2015	Dove Hill	Warpath Dr	Quiver Dr	Sealant
7	2015	E Cheryl Dr	Sutton	Donaldson Ave	Sealant
7	2015	Ebony Dr	Oakwood Dr	Dead End Or Cul De Sac	Sealant
7	2015	Falcon	Ebony Dr	Ebony Dr	Sealant
7	2015	Falcon	Ebony Dr	Oakwood Dr	Sealant
7	2015	Flint Rock Dr	Warpath Dr	Quiver Dr	Sealant
7	2015	Fred Ross	Ebony Dr	Dead End Or Cul De Sac	Sealant
7	2015	Globe Ave	Nw 36th St	Maiden Ln	Sealant
7	2015	Ingram Rd	Warpath Dr	Quiver Dr	Sealant
7	2015	John Page Dr	Sutton	Evelyn Dr	Sealant
7	2015	Lark	Nw 36th St	Maiden Ln	Sealant
7	2015	Magic Dr	Fredericksburg Rd	Vega Dr	Sealant
7	2015	Maiden Ln	Culebra Rd	Riverdale	Sealant
7	2015	Majestic Dr	Silvertip Dr	Oak Knoll Dr	Sealant
7	2015	Moccasin	War Bow	Quiver Dr	Sealant
7	2015	Morning Glory	W Mulberry Ave	W Woodlawn	Sealant
7	2015	Nw 36th St	W Woodlawn	Culebra Rd	Sealant
7	2015	Oakdale	Ih 10 W Access Rd	Pin Oak Dr	Sealant
7	2015	Peace Pipe Dr	Warpath Dr	Quiver Dr	Sealant
7	2015	Quiver Dr	Warpath Dr	Ingram Dr	Sealant
7	2015	Rachels Branch	Shade Tree	Cul-De-Sac	Sealant
7	2015	Red Bud Dr	Alexander Hamilton	Donaldson Ave	Sealant
7	2015	Rejillas	Falcon Dr	Cul-De-Sac	Sealant
7	2015	Riverdale	Maiden Ln	NW 36th St	Sealant
7	2015	Roanoke Ave	Irola Ave	Culebra Rd	Sealant
7	2015	Rushing Winds	Shade Tree	Rustic Valley	Sealant
7	2015	Rustic Valley	Rushing Winds	Blake Oak Run	Sealant
7	2015	Shade Tree	Tezel Rd	Rachels Branch	Sealant
7	2015	Swift Crk	Granite Crk	Pebble Crk	Sealant
7	2015	Torino Dr	Callaghan Rd	Vega Dr	Sealant
7	2015	Trailing Winds	Shade Tree	Cul-De-Sac	Sealant
7	2015	Vega Dr	Ih 10 W Access Rd	Torino Dr	Sealant
7	2015	W Huisache Ave	Manor Dr	Wilson Blvd	Sealant
7	2015	W Kings Hwy	St Cloud	Wilson Blvd	Sealant
7	2015	W Woodlawn	St Cloud	Bandera Rd	Sealant
7	2015	War Bow	Moccasin	Ingram Rd	Sealant
7	2015	War Lodge	War Bow	Quiver Dr	Sealant
7	2015	Warpath Dr	Ingram Rd	Cul-De-Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
7	2015	Wigwam	War Bow	Cul-De-Sac	Sealant
7	2015	Wild Cherry	Sutton	Donaldson Ave	Sealant
8	2015	Babcock Rd	De Zavala Rd & Sunset Haven Dr	Prue Rd	Rehabilitation
8	2015	Babcock Rd	UTSA Blvd	W Hausman Rd	Rehabilitation
8	2015	Camino Bandera	Bandera Rd	Tranquil Park Dr	Rehabilitation
8	2015	De Zavala Rd	Ih 10 W Access Rd	Railroad Tracks	Rehabilitation
8	2015	Floyd Curl	Hamilton Wolfe	Wurzbach Rd	Rehabilitation
8	2015	Floyd Curl	Louis Pasteur	Wurzbach Rd	Rehabilitation
8	2015	Idabel Park Dr	Autumn Park	Cul-De-Sac	Rehabilitation
8	2015	Millspring	Sugarhill Dr	Pinebluff	Rehabilitation
8	2015	Skyhawk Dr	N Loop 1604 W Access Rd	Bamberger Trl	Rehabilitation
8	2015	Spring Garden Dr	Spring Time Dr	Spring Trl	Rehabilitation
8	2015	Spring Manor Dr	Spring Time Dr	Spring Trl	Rehabilitation
8	2015	Spring Trl	Dead End (North)	Dead End (South)	Rehabilitation
8	2015	Sugarhill Dr	Vance Jackson	Lands Run	Rehabilitation
8	2015	Verbena Rd	Oakland Rd	Southwell Rd	Rehabilitation
8	2015	Wild Eagle Rd	Babcock Rd	White Fawn Dr	Rehabilitation
8	2015	Antoine Forest Dr	Knight Knoll Dr	Blackcastle Dr	Sealant
8	2015	Babson	Syracuse	Cul-De-Sac	Sealant
8	2015	Blackcastle Dr	Keegans Woods Dr	Cul-De-Sac	Sealant
8	2015	Bluemel	Wurzbach Rd	Parkdale	Sealant
8	2015	Bluestone	Maple Park Dr	Scenic Glade	Sealant
8	2015	Brandeis	De Zavala Rd	Cul-De-Sac	Sealant
8	2015	Bucknell	Pomona St	Cul-De-Sac	Sealant
8	2015	Camberwell Dr	Antoine Forest Dr	Cul-De-Sac	Sealant
8	2015	Camino Bandera	Tranquil Park Dr	Antoine Forest Dr	Sealant
8	2015	Camino Villa	Bandera Rd	Braun Rd	Sealant
8	2015	Carlton Woods Dr	Keegans Woods Dr	Antoine Forest Dr	Sealant
8	2015	Chessington Dr	Fonthill Dr	Antoine Forest Dr	Sealant
8	2015	Clemson	Syracuse	Cul-De-Sac	Sealant
8	2015	Computer Dr	Bluemel	Ih 10 W Access Rd	Sealant
8	2015	Datapoint	Wurzbach Rd	Fredericksburg Rd	Sealant
8	2015	Decoy Cv	Huntsman Rd	Cul-De-Sac	Sealant
8	2015	Echo Glade	Bluestone	Greenstone	Sealant
8	2015	Fonthill Dr	Knight Knoll Dr	Antoine Forest Dr	Sealant
8	2015	Furman	Syracuse	Cul-De-Sac	Sealant
8	2015	Greenstone	Tantivity	Scenic Glade	Sealant
8	2015	Huntsman Rd	Bamberger Trl & Cedar Park & Bamberger V	W Hausman Rd	Sealant
8	2015	Keegans Woods Dr	Carlton Woods Dr	Blackcastle Dr	Sealant
8	2015	Knights Knoll Dr	Fonthill Dr	Antoine Forest Dr	Sealant
8	2015	La Cantera Pkwy	N Loop 1604 W Access Rd	Entrance to Shops at La Cantera	Sealant
8	2015	La Cantera Pkwy	Entrance to Shops at La Cantera	Cantera Vista	Sealant
8	2015	La Cantera Pkwy	Ih 10 W Access Rd	Cantera Vista	Sealant
8	2015	Legend Isle Dr	Tranquil Park Dr	Sterling Green	Sealant
8	2015	Lynbrook Manor Dr	Tranquil Park Dr	Camino Villa	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
8	2015	Oakwood Garden	Blackcastle Dr	Camino Villa	Sealant
8	2015	Old Prue Rd	Prue Rd	Bandera Rd	Sealant
8	2015	Parkland Hills Dr	Tranquil Park Dr	Cul-De-Sac	Sealant
8	2015	Pecan Glade	Echo Glade	W Hausman Rd	Sealant
8	2015	Pine Arbor	Blackcastle Dr	Cul-De-Sac	Sealant
8	2015	Rains Ct	Sugarhill Dr	Cul-De-Sac	Sealant
8	2015	Red Deer Pass	Lost Lake	Huntsman Rd	Sealant
8	2015	Riverside Park Dr	Huntsman Rd	Dead End Or Cul De Sac	Sealant
8	2015	Rockford	Syracuse	Cul-De-Sac	Sealant
8	2015	Rockhurst	Syracuse	Cul-De-Sac	Sealant
8	2015	Rowland Park Dr	Huntsman Rd	Dead End Or Cul De Sac	Sealant
8	2015	Sageglen	Blackcastle Dr	Cul-De-Sac	Sealant
8	2015	Scenic Glade	Greenstone	Dead End Or Cul De Sac	Sealant
8	2015	Sterling Green	Tranquil Park Dr	Legend Isle Dr	Sealant
8	2015	Syracuse	De Zavala Rd	Cul-De-Sac	Sealant
8	2015	Tantara Ct	Bluestone	Greenstone	Sealant
8	2015	Tantivity	Bluestone	Greenstone	Sealant
8	2015	Tranquil Park Dr	Tranquil Park Dr	Antoine Forest Dr	Sealant
8	2015	Utsa Blvd	Babcock Rd	Cul-De-Sac	Sealant
8	2015	Wesleyan	Syracuse	Cul-De-Sac	Sealant
8	2015	Winthop	Syracuse	Cul-De-Sac	Sealant
9	2015	Amhurst Dr	Pinetum Dr	Larkspur	Rehabilitation
9	2015	Baltic Dr	Larkspur	Silver Oaks	Rehabilitation
9	2015	Baltic Dr	Pinetum Dr	Larkspur	Rehabilitation
9	2015	Bitters Rd	Jones Maltsberger Rd	Ne Entrance Rd	Rehabilitation
9	2015	E Ramsey	Plymouth Ave	Jones Maltsberger Rd	Rehabilitation
9	2015	Lima Dr	Pinetum Dr	Larkspur	Rehabilitation
9	2015	Limelight	Fabulous	W Ramsey	Rehabilitation
9	2015	Madison Oak Dr	Stone Oak Pkwy	Cul-De-Sac	Rehabilitation
9	2015	North Park Dr	Warfield	US Hwy 281 N Access Rd	Rehabilitation
9	2015	Oak Centre Dr	Stone Oak Pkwy	Remington Dr	Rehabilitation
9	2015	Pinetum Dr	Baltic Dr	Lima Dr	Rehabilitation
9	2015	Stone Oak Pkwy	E Sonterra Blvd	N Loop 1604 Access Rd	Rehabilitation
9	2015	Tammy	Limelight	Moonglow Dr	Rehabilitation
9	2015	Warfield	North Park Dr	E Nakoma	Rehabilitation
9	2015	Wolfe Rd	Plymouth Ave	Jones Maltsberger Rd	Rehabilitation
9	2015	Alamo Creek Cir	Bent Elm Crk	Cul-De-Sac	Sealant
9	2015	Aylsbury Dr	Beckington Dr	Heathrow Dr	Sealant
9	2015	Beckington Dr	Aylsbury Dr	Dead End Or Cul De Sac	Sealant
9	2015	Beconsfield	Wethersfield	Dead End Or Cul De Sac	Sealant
9	2015	Bellshire	Wethersfield	Dead End Or Cul De Sac	Sealant
9	2015	Bent Elm Crk	Swandale Dr	Cul-De-Sac	Sealant
9	2015	Bent Moss	Oak Leigh	Moss Tree	Sealant
9	2015	Bitters Rd	Starcrest Dr	Jones Maltsberger Rd	Sealant
9	2015	Bradley Crk	Swandale Dr	Cul-De-Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
9	2015	Charter Crk	Swandale Dr	Cul-De-Sac	Sealant
9	2015	Colwick Dr	W Nakoma	Warfield	Sealant
9	2015	Crow Valley	Shadow Cliff	Cul-De-Sac	Sealant
9	2015	Delachaise	Oak Leigh	Cul-De-Sac	Sealant
9	2015	Dunsford Dr	Bitters Rd	Aylsbury Dr	Sealant
9	2015	E North Loop Rd	North Loop Rd	Us Hwy 281 N Access Rd	Sealant
9	2015	Eaglebrook	Oak Spg	Cul-De-Sac	Sealant
9	2015	Ecksminster Dr	Bitters Rd & Morgans Cir	Dead End Or Cul De Sac	Sealant
9	2015	El Paisaje	La Pena Dr	Cul-De-Sac	Sealant
9	2015	El Suelo Bueno	La Pena Dr	Cul-De-Sac	Sealant
9	2015	Great Oaks	Jones Maltsberger Rd	Oak Leigh	Sealant
9	2015	Honey Crk	Squaw Crk	Cul-De-Sac	Sealant
9	2015	Huebner Rd	Stone Oak Pkwy	Blanco Rd	Sealant
9	2015	Huntwick Ln	Broadripple	Cul-De-Sac	Sealant
9	2015	La Ladera	La Pena Dr	Cul-De-Sac	Sealant
9	2015	La Pena Dr	Las Lomas Blvd	Cul-De-Sac	Sealant
9	2015	Las Lomas Blvd	Stone Oak Pkwy	Knights Cross Dr	Sealant
9	2015	Lochshire	Wethersfield	Walthampton	Sealant
9	2015	Lockhill-selma Rd	Blanco Rd	West Ave	Sealant
9	2015	Moss Tree	Arroyo Moss	Bent Moss	Sealant
9	2015	Moss Way	Oak Leigh	Moss Tree	Sealant
9	2015	North Loop Rd	North Park Dr	E North Loop Rd	Sealant
9	2015	Oak Leigh	Thousand Oaks	Great Oaks	Sealant
9	2015	Oak Spg	Delachaise	Oak Leigh	Sealant
9	2015	Pedregoso Ln	Knights Cross Dr	Knights Cross Dr	Sealant
9	2015	Reston	Delachaise	Crow Valley	Sealant
9	2015	Rustlers Crk	Sinsonte	Squaw Crk	Sealant
9	2015	Serene Crk	Twisted Crk	Cul-De-Sac	Sealant
9	2015	Squaw Crk	Rustlers Crk	Honey Crk	Sealant
9	2015	Standing Crk	Swandale Dr	Cul-De-Sac	Sealant
9	2015	Stone Edge	Eaglebrook	Oak Leigh	Sealant
9	2015	Swandale Dr	Rustlers Crk	Stonehaven Dr	Sealant
9	2015	Twisted Crk	Swandale Dr	Serene Crk	Sealant
9	2015	Villa Valencia	Las Lomas Blvd	Cul-De-Sac	Sealant
9	2015	W Ramsey	Blanco Rd	Lorene	Sealant
9	2015	Walthampton	Starcrest Dr	Wethersfield	Sealant
9	2015	Warriors Crk	Swandale Dr	Cul-De-Sac	Sealant
9	2015	Wethersfield	Starcrest Dr	Walthampton	Sealant
9	2015	Wycombe	Jones Maltsberger Rd	Walthampton	Sealant
9	2015	York Creek Cir	Warriors Crk	Cul-De-Sac	Sealant
10	2015	Anacacho	Stahl Rd	Swallow Dr	Rehabilitation
10	2015	Cave Ln	N Vandiver Rd	Robin Rest Dr	Rehabilitation
10	2015	Cobblehill	Bell Dr	Cul-de-sac	Rehabilitation
10	2015	Colewood	Larkbrook Dr	Earlywood	Rehabilitation
10	2015	Crandall Place	Burnside Dr	Northridge Dr	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
10	2015	De Luna	El Marro	La Haya	Rehabilitation
10	2015	Dreamwood Dr	Creekwood Dr	Wood Oak	Rehabilitation
10	2015	Earlywood	Colewood	Eaglewood Dr	Rehabilitation
10	2015	Edgemont Dr	O'connor Rd	Galacino	Rehabilitation
10	2015	El Marro	Las Campanas	El Charro	Rehabilitation
10	2015	El Sonteo	La Fuente	Las Campanas	Rehabilitation
10	2015	Flicker Dr	Bobwhite Dr	Greenjay Dr	Rehabilitation
10	2015	Fountainwood Dr	Arrowwood	Wood Oak	Rehabilitation
10	2015	Fountainwood Dr	O'connor Rd	Evanswood Dr	Rehabilitation
10	2015	Haskin Rd	Wyndale	Burnside Dr	Rehabilitation
10	2015	Hiler Rd	Broadway	Nacogdoches Rd	Rehabilitation
10	2015	Kenilworth Blvd	Burnside Dr	Northridge Dr	Rehabilitation
10	2015	Kenilworth Blvd	Northridge Dr	Eisenhauer Rd	Rehabilitation
10	2015	La Cueva	Las Campanas	Cul-De-Sac	Rehabilitation
10	2015	La Fuente	El Marro	El Sonteo	Rehabilitation
10	2015	Larkbrook Dr	Colewood	Eaglewood Dr	Rehabilitation
10	2015	Larkdale Dr	O'connor Rd	Larkfield Dr	Rehabilitation
10	2015	Larkwood Dr	Kenilworth Blvd	Seidel	Rehabilitation
10	2015	Las Campanas	El Marro	Esplanade	Rehabilitation
10	2015	Mayspring	Hereford	Clover Hill	Rehabilitation
10	2015	Post Office Dr	Perrin Beitel	Dead End	Rehabilitation
10	2015	Rambowllette	Edgemont Dr	Dead End Or Cul De Sac	Rehabilitation
10	2015	Wood Breeze	Stoney Climb	Crested Grove	Rehabilitation
10	2015	Wood Oak	Dreamwood Dr	Wood Climb Dr	Rehabilitation
10	2015	Wood Walk	Dreamwood Dr	Climbing Rose	Rehabilitation
10	2015	Wyndale	Kenilworth Blvd	N Vandiver Rd	Rehabilitation
10	2015	Alamo Blanco	Guadalajara Dr	El Sendero	Sealant
10	2015	Alamo Blanco	Thousand Oaks	Guadalajara Dr	Sealant
10	2015	Alamo Blanco	Avenida Prima	Thousand Oaks	Sealant
10	2015	Ambush Grove	Corian Springs Dr	Bending Trails	Sealant
10	2015	Ashyia Way	Corita Dr	Merriford	Sealant
10	2015	Barrel Run	Bending Trails	Branching Oaks	Sealant
10	2015	Bending Elms	Bending Trails	Belair Bay	Sealant
10	2015	Bending Trails	Barrel Run	Cul-De-Sac	Sealant
10	2015	Branching Oaks	Bending Trails	Corian Springs Dr	Sealant
10	2015	Branding Pass	Corian Springs Dr	Bending Trails	Sealant
10	2015	Brightwood Place	N New Braunfels Ave	Kenilworth Blvd	Sealant
10	2015	Cave Ln	Nacogdoches Rd	N Vandiver Rd	Sealant
10	2015	Clover Hill	Mayspring	Cul-De-Sac	Sealant
10	2015	Corian Springs Dr	O'connor Rd	Bending Elms	Sealant
10	2015	Corita Dr	Everest Ave	Broadway	Sealant
10	2015	Covenant Ct	Alamo Blanco	Cul-De-Sac	Sealant
10	2015	E Nottingham Dr	N New Braunfels Ave	Chevy Chase Dr	Sealant
10	2015	Eaglewood Dr	Wakewood Dr	Larkbrook Dr	Sealant
10	2015	El Marro	De Luna	El Charro	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
10	2015	El Vedado St	San Miguel	Las Vegas	Sealant
10	2015	Elusive Pass	Toepperwein Rd	Boxer Bay	Sealant
10	2015	Fountainwood Dr	Evanswood Dr	Wood Oak	Sealant
10	2015	Haskin Rd	Eisenhauer Rd	Burnside Dr	Sealant
10	2015	Knights Haven	Mountainside Rdg	Elusive Pass	Sealant
10	2015	La Marquesa	San Miguel	Las Vegas	Sealant
10	2015	Larkbrook Dr	Larkdale Dr	Eaglewood Dr	Sealant
10	2015	Las Campanas	La Fonda	El Marro	Sealant
10	2015	Las Vegas	Los Ranchitos	Leonhardt Rd	Sealant
10	2015	Lookout Rd	N Loop 1604 E Access Rd	N Weidner Rd	Sealant
10	2015	Los Cerros	Los Ranchitos	Dead End Or Cul De Sac	Sealant
10	2015	Los Ranchitos	Alamo Blanco	Las Vegas	Sealant
10	2015	Merriford	Everest Ave	Ashyia Way	Sealant
10	2015	Millrock Pass	Toepperwein Rd	Boxer Bay	Sealant
10	2015	Mountainside Rdg	Raintree Forest	Elusive Pass	Sealant
10	2015	N Vandiver Rd	Wyndale	Cave Ln	Sealant
10	2015	N Vandiver Rd	Eisenhauer Rd	Wyndale	Sealant
10	2015	N Vandiver Rd	Cave Ln	Ne Loop 410 Access Rd	Sealant
10	2015	N Vandiver Rd	Eisenhauer Rd	Austin Hwy	Sealant
10	2015	Palacio	Los Ranchitos	Dead End Or Cul De Sac	Sealant
10	2015	Peter Baque	Lorenz Rd	W Nottingham Dr	Sealant
10	2015	Primwood	Colewood	Dead End Or Cul De Sac	Sealant
10	2015	San Miguel	La Loma	Leonhardt Rd	Sealant
10	2015	Santa Gertrudis	Higgins Rd	O'Connor Rd	Sealant
10	2015	Tophill Rd	N New Braunfels Ave	Chevy Chase Dr	Sealant
10	2015	Villa Nava	Las Vegas	Cul-De-Sac	Sealant
1,10	2015	W Nottingham Dr	Peter Baque	Broadway	Rehabilitation
1,9	2015	Plymouth Ave	Portland	E Ramsey	Rehabilitation
1,9	2015	Portland Rd	NE Loop 410 Access Rd	Isom Rd	Rehabilitation
1	2016	Ahern Dr	W Rampart & E Rampart	W Rector	Rehabilitation
1	2016	Arbor Place	Nw 19th St	N Hamilton Ave	Rehabilitation
1	2016	Brad	W Wildwood	Viendo	Rehabilitation
1	2016	Camaron	Ih 35 N Access Rd	N Santa Rosa	Rehabilitation
1	2016	Chulie	Mccullough Ave	Us Hwy 281 N Access Rd	Rehabilitation
1	2016	Cincinnati Ave	Ih 10 W Access Rd	Fredericksburg Rd	Rehabilitation
1	2016	Devine St	Labor	Dead End	Rehabilitation
1	2016	E French Place	N Main Ave	McCullough Ave	Rehabilitation
1	2016	E Houston St	Bonham	Bowie St	Rehabilitation
1	2016	E Mistletoe	Mccullough Ave	N St Mary's	Rehabilitation
1	2016	E Rosewood Ave	Howard St	Trinity University	Rehabilitation
1	2016	E Travis St	N St Mary's	Avenue E	Rehabilitation
1	2016	Gault Ln	Janda Susan & Ridgecrest Dr	NE Loop 410 Access Rd	Rehabilitation
1	2016	Gillespie	E Lullwood Ave	E Rosewood Ave	Rehabilitation
1	2016	Grotto Blvd	Jackson-keller Rd	Oblate	Rehabilitation
1	2016	Krempkau	N Flores St	Dead End	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
1	2016	Maplewood Ln	El Montan Ave	Mccullough Ave	Rehabilitation
1	2016	Millwood Ln	Mccullough Ave	Tim	Rehabilitation
1	2016	Millwood Ln	El Montan Ave	McCullough Ave	Rehabilitation
1	2016	Rexford	Mccullough Ave	Dead End East	Rehabilitation
1	2016	Sprucewood	Mccullough Ave	Cul-De-Sac	Rehabilitation
1	2016	Sprucewood	Errol	Us Hwy 281 N Access Rd	Rehabilitation
1	2016	St Ann	W Ashby Place	Cincinnati Ave	Rehabilitation
1	2016	Tim	Millwood Ln	Us Hwy 281 N Access Rd	Rehabilitation
1	2016	W & E Hollywood Ave	McCullough Ave	San Pedro Ave	Rehabilitation
1	2016	W Lynwood	Capitol	Blanco Rd	Rehabilitation
1	2016	W Rosewood Ave	Howard Rd	Dead End (West)	Rehabilitation
1	2016	Woodward	Dwyer Ave	Dead End East	Rehabilitation
1	2016	Angeles Dr	W Ridgewood Ct	Edison Dr	Sealant
1	2016	Barchester	Blanco Rd	Doreset	Sealant
1	2016	Camaron	N Santa Rosa	W Commerce St	Sealant
1	2016	Carleton	E Agarita Ave	E Magnolia Ave	Sealant
1	2016	Colonial	Santa Barbara	Edison Dr	Sealant
1	2016	Dorset	Thames Dr	Barchester	Sealant
1	2016	E Ashby Place	W Ashby Place & N Main Ave	Terry Ct & N St Mary's	Sealant
1	2016	E Courtland Place	N Main Ave	N St Mary's	Sealant
1	2016	E Rampart	Mccullough Ave	Republic Dr	Sealant
1	2016	E Rector	Mccullough Ave	Republic Dr	Sealant
1	2016	E Travis St	N Main Ave	N St Mary's	Sealant
1	2016	Errol	Millwood Ln	Chulie	Sealant
1	2016	Excelsior	San Francisco	W Olmos Dr	Sealant
1	2016	Excelsior	Fresno	Vereda	Sealant
1	2016	Gillespie	W Ashby Place	E Courtland Place	Sealant
1	2016	Godfrey	Blanco Rd	Barchester	Sealant
1	2016	Hess	N Flores St	Dead End	Sealant
1	2016	Howard St	W Ashby Place	W Dewey Place	Sealant
1	2016	Langton	San Pedro Ave	Thames Dr	Sealant
1	2016	Lee Hall	Neer Ave	West Ave	Sealant
1	2016	Lewis St	W Ashby Place	W Dewey Place	Sealant
1	2016	Michigan Ave	W Hildebrand Ave	Fulton Ave	Sealant
1	2016	Mt Sacred Heart Rd	Madonna	Blanco Rd	Sealant
1	2016	Muriel	Vereda	Gardina St	Sealant
1	2016	N Flores St	N Flores St	Dead End	Sealant
1	2016	Ogden St	W Ashby Place	E Courtland Place	Sealant
1	2016	Reina Dr	Santa Barbara	Edison Dr	Sealant
1	2016	Sacramento	West Ave	Ih 10 W Access Rd	Sealant
1	2016	Sacramento	West Ave	Fredericksburg Rd	Sealant
1	2016	Sacramento	Ih 10 W Access Rd	Dead End East	Sealant
1	2016	San Francisco	Fredericksburg Rd	West Ave	Sealant
1	2016	Santa Anna	West Ave	Ih 10 W Access Rd	Sealant
1	2016	Santa Anna	Fredericksburg Rd	West Ave	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
1	2016	Santa Barbara	West Ave	Ih 10 W Access Rd	Sealant
1	2016	Santa Barbara	Fredericksburg Rd	West Ave	Sealant
1	2016	Santa Paula	W Hildebrand Ave	Edison Dr	Sealant
1	2016	Seward Ave	Vereda	Gardina St	Sealant
1	2016	Stockton Dr	Mccullough Ave	Republic Dr	Sealant
1	2016	University	N Brazos St	Fredericksburg Rd	Sealant
1	2016	Vereda	Seward Ave	Vance Jackson	Sealant
1	2016	Vereda	West Ave	Rodena	Sealant
1	2016	W Ashby Place	E Ashby Place & N Main Ave	Belknap St	Sealant
1	2016	W Courtland Place	San Pedro Ave	N Main Ave	Sealant
1	2016	W Dewey Place	N Main Ave	Belknap St	Sealant
1	2016	W Ridgewood Ct	Ih 10 W Access Rd	West Ave	Sealant
1	2016	W Salinas	N Flores St	Camaron	Sealant
1	2016	W Travis St	N Santa Rosa	N Main Ave	Sealant
1	2016	West Ave	Gardina St	W Ridgewood Ct	Sealant
2	2016	Aniol	AT And T Center Pkwy	Cul-De-Sac	Rehabilitation
2	2016	At And T Center Pkwy	Gembler Ave	E Houston St	Rehabilitation
2	2016	AT And T Center Pkwy	IH 35 N Access Rd	Gembler Rd	Rehabilitation
2	2016	Byrnes	Harry Wurzbach	S Vandiver Rd	Rehabilitation
2	2016	Chestnut Manor Dr	Donshire Dr	Caspian Bay Dr	Rehabilitation
2	2016	Coca Cola Place	E Commerce St	E Houston St	Rehabilitation
2	2016	Copeland	IH 35 N Access Rd	Dead End W	Rehabilitation
2	2016	Dafoste	Lone Oak Ave	Nellina	Rehabilitation
2	2016	Fairton Place	Cherry Glade	Cul-De-Sac	Rehabilitation
2	2016	Hartcrest Place	Manderly Place	Mannington Place	Rehabilitation
2	2016	Lonecrest Ln	Jaybrook Dr	Northaven Dr	Rehabilitation
2	2016	Northaven Dr	Gander Park	Lonecrest Ln	Rehabilitation
2	2016	Olney Dr	Pansy Ln	Ginger Ln	Rehabilitation
2	2016	Redriver Bay	Cherry Glade	Cul-De-Sac	Rehabilitation
2	2016	Redsky Crk	Cherry Glade	Cul-De-Sac	Rehabilitation
2	2016	Robbins Glade	Longing Trl	Cul-De-Sac	Rehabilitation
2	2016	Splashtown Dr	Ih 35 N Access Rd	Copeland	Rehabilitation
2	2016	Stout Dr	Ne Loop 410 Access Rd	Cul-De-Sac	Rehabilitation
2	2016	Aina Ln	Holbrook	Rittiman Rd	Sealant
2	2016	Amethyst Way	Pyrite Loop	Jasper Holw	Sealant
2	2016	Autumn Lake	Lake Tahoe	Vista Lake	Sealant
2	2016	Blakeley Dr	S Vandiver Rd	Merrie Ln	Sealant
2	2016	Bottomless Lake	Lake Superior	Lake Victoria	Sealant
2	2016	Bradshaw	Rittiman Rd	Dead End Or Cul De Sac	Sealant
2	2016	Caspian Bay Dr	Crestway Rd	Chestnut Manor Dr	Sealant
2	2016	Cherry Glade	Donshire Dr	Caspian Bay Dr	Sealant
2	2016	Cinnabar Cv	Pyrite Loop	Imperial Topaz	Sealant
2	2016	Desert Glass	Pyrite Loop	Imperial Topaz	Sealant
2	2016	Donshire Dr	Crestway Rd	Manderly Place	Sealant
2	2016	E Houston St	At And T Center Pkwy	IH 10 E Access Rd	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
2	2016	Fairdale Dr	Glendora	Rittiman Rd	Sealant
2	2016	Hall Park Dr	Joline	Fairdale Dr	Sealant
2	2016	Heather Meadow	Lake Victoria	Dead End	Sealant
2	2016	Holbrook	Eisenhauer Rd	Petroleum Dr	Sealant
2	2016	Imperial Topaz	Smoky Quartz	Onyx Way	Sealant
2	2016	Joline	Joline	Fairdale Dr	Sealant
2	2016	Karen Ln	Blakeley Dr	Byrnes	Sealant
2	2016	Lake Superior	Lake Tahoe	Cul-De-Sac	Sealant
2	2016	Lake Tahoe	Lake Superior	Autumn Lake	Sealant
2	2016	Martin Luther King Dr	N Walters St	Ih 10 E Access Rd	Sealant
2	2016	Melton Dr	Monaco Dr	Rittiman Rd	Sealant
2	2016	Misty Lake	Lake Tahoe	Vista Lake	Sealant
2	2016	Monaco Dr	Malaya	Fairdale Dr	Sealant
2	2016	Onyx Way	Pyrite Loop	Imperial Topaz	Sealant
2	2016	Rio Blanco	Cherry Glade	Cul-De-Sac	Sealant
2	2016	Robin Meadow	Lake Superior	Cul-De-Sac	Sealant
2	2016	Sage Meadow	Lake Superior	Lake Victoria	Sealant
2	2016	Sapphire Cave	Imperial Topaz	Cul-De-Sac	Sealant
2	2016	Sheila Dr	Blakeley Dr	Merrie Ln	Sealant
2	2016	Sinclair Rd	Lakeland	Foster Meadows	Sealant
2	2016	Smoky Quartz	Imperial Topaz	Jasper Holw	Sealant
2	2016	Summer Meadow	Lake Superior	Lake Victoria	Sealant
2	2016	Vista Lake	Lake Victoria	Misty Lake	Sealant
3	2016	Channing	S Gevers St	S Mittman St	Rehabilitation
3	2016	Cornish	Clarke	Pecan Valley Dr	Rehabilitation
3	2016	Cox	Mebane	Linda Lou Dr	Rehabilitation
3	2016	Dimmitt St	S Presa St	Dead End	Rehabilitation
3	2016	E Chavaneaux	Roosevelt Ave	Ruidosa St	Rehabilitation
3	2016	Fairview Ave	S Presa St	S Hackberry St	Rehabilitation
3	2016	Greer St	S Pine St	Lynhurst Ave	Rehabilitation
3	2016	Llano	S Presa St	Dead End	Rehabilitation
3	2016	Lynhurst Ave	Fair Ave	Steves Ave	Rehabilitation
3	2016	Mc Kinley Ave	S Gevers St	Candler	Rehabilitation
3	2016	Mebane	S Presa St	Linda Lou Dr	Rehabilitation
3	2016	Mission Pkwy	SE Military Dr	Mission Pkwy Bridge	Rehabilitation
3	2016	Parkview Dr	Mission Rd	Dead End	Rehabilitation
3	2016	Pickwell Dr	Killarney Dr	SE Military Dr	Rehabilitation
3	2016	Regina St	S Presa St	S Pine St	Rehabilitation
3	2016	S Hackberry St	Ih 10 E Access Rd	E Southcross Blvd	Rehabilitation
3	2016	S Mittman St	Schley Ave	Steves Ave	Rehabilitation
3	2016	S Olive St	Mebane	Linda Lou Dr	Rehabilitation
3	2016	Sanez St	Elko	Ruidosa St	Rehabilitation
3	2016	St Anthony Ave	Steves Ave	Topeka	Rehabilitation
3	2016	Utopia Ln	Pecan Valley Dr	Goliad Rd	Rehabilitation
3	2016	Vanderbilt	Lynhurst Ave	Dead End	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
3	2016	Webb	S Presa St	Dead End	Rehabilitation
3	2016	Ada St	S Hackberry St	S Pine St	Sealant
3	2016	Ada St	S Presa St	S Hackberry St	Sealant
3	2016	Atlas St	Utopia Ln	Dead End Or Cul De Sac	Sealant
3	2016	Avant Ave	S Hackberry St	Clark Ave	Sealant
3	2016	Chicago Blvd	Piedmont Ave	Stanfield	Sealant
3	2016	Clark Ave	Rigsby Ave	Goliad Rd	Sealant
3	2016	Cox	Regina St	Mebane	Sealant
3	2016	Cravens Ave	Goliad Rd	Clark Ave	Sealant
3	2016	Devoto Ave	Regina St	Mebane	Sealant
3	2016	Devoto Ave	Ward Ave	Regina St	Sealant
3	2016	E Chavaneaux	Se Loop 410 Access Rd	Roosevelt Ave	Sealant
3	2016	Fair Ave	S Presa St	Goliad Rd	Sealant
3	2016	Fairview Ave	S Hackberry St	S Pine St	Sealant
3	2016	Glamis Ave	Goliad Rd	Clark Ave	Sealant
3	2016	Greer St	S Hackberry St	S Pine St	Sealant
3	2016	Haggin St	S Hackberry St	S Pine St	Sealant
3	2016	Lyric Ave	Goliad Rd	Clark Ave	Sealant
3	2016	Mc Dougal Ave	Goliad Rd	Clark Ave	Sealant
3	2016	Piedmont Ave	E Southcross Blvd	Lilla Jean Dr	Sealant
3	2016	Rada St	Roosevelt Ave	Renova St	Sealant
3	2016	Renova St	E Chavaneaux	Sava St	Sealant
3	2016	Ruidosa St	E Chavaneaux	Cul-De-Sac	Sealant
3	2016	S Palmetto	Ih 10 E Access Rd	Vanderbilt	Sealant
3	2016	S Pine St	Steves Ave	Ih 37 S Access Rd	Sealant
3	2016	S Pine St	Ward Ave	E Southcross Blvd	Sealant
3	2016	San Acacia St	Roosevelt Ave	Renova St	Sealant
3	2016	San Casimiro St	Roosevelt Ave	Ruidosa St	Sealant
3	2016	San Rafael St	Roosevelt Ave	Ruidosa St	Sealant
3	2016	Sanco St	Roosevelt Ave	Ruidosa St	Sealant
3	2016	Socorro St	Roosevelt Ave	Ruidosa St	Sealant
3	2016	Waugh St	Goliad Rd	Kashmuir Place	Sealant
4	2016	Bertetti Dr	Horal Dr	Tarasco	Rehabilitation
4	2016	Bridle Forest	Cherry Laurel	Louisburg	Rehabilitation
4	2016	Brook Valley Dr	Ray Ellison Blvd	Elm Valley Dr	Rehabilitation
4	2016	Charing Cross	Ravenswood Dr	SW Loop 410 Access Rd	Rehabilitation
4	2016	Cherry Laurel	Frost Fire	Cul-De-Sac	Rehabilitation
4	2016	Clipper Dr	Port Townsend Dr	Cul-De-Sac	Rehabilitation
4	2016	Concio Dr	Adams Hill Dr	Easy Valley Dr	Rehabilitation
4	2016	Cypressgreen Dr	Aspen Village	Cul-De-Sac	Rehabilitation
4	2016	Dugas Dr	Potranco Rd	S Ellison Dr	Rehabilitation
4	2016	Easy Valley Dr	Serene Valley	Horal Dr	Rehabilitation
4	2016	Echo Blf	Bridle Forest	Cul-De-Sac	Rehabilitation
4	2016	Everton	Holwick	Dead End W	Rehabilitation
4	2016	Flower Forest	Louisburg	Cul-De-Sac	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
4	2016	Harbor Vw	Old Sky Harbor	Ocean Side	Rehabilitation
4	2016	Hunter Blvd	S Zarzamora	Cul-De-Sac	Rehabilitation
4	2016	Hunter Blvd	Silver Spg	Cul-De-Sac	Rehabilitation
4	2016	Kings Harbor	Ocean Side	Cul-De-Sac	Rehabilitation
4	2016	Leahy	IH 35 S Access Rd	Shelby	Rehabilitation
4	2016	Peach Valley	Sun Valley	Ray Ellison Blvd	Rehabilitation
4	2016	Point West	Rhode Ave	Silver Arrow	Rehabilitation
4	2016	Port Townsend Dr	Clipper Dr	Seafarer Dr	Rehabilitation
4	2016	Seafarer Dr	Port Townsend Dr	Cul-De-Sac	Rehabilitation
4	2016	Seahorse Dr	Seafarer Dr	Cul-De-Sac	Rehabilitation
4	2016	Serene Valley	Angel Valley Dr	Easy Valley Dr	Rehabilitation
4	2016	Shelby	W Pyron Ave	Leahy	Rehabilitation
4	2016	Silver Arrow	Ann Arbor	Cul-De-Sac	Rehabilitation
4	2016	Silver Hill	Point West	Dead End	Rehabilitation
4	2016	Silver Spg	Ann Arbor	Point West	Rehabilitation
4	2016	Tomar Dr	Cable Dr	Us Hwy 90 W Access Rd	Rehabilitation
4	2016	Amber Knoll	Massaro St	Mulberry Path	Sealant
4	2016	Ann Arbor	Lytle Ave	Rhoda Ave	Sealant
4	2016	Bigmouth Hook	Bigmouth Rod	Dead End	Sealant
4	2016	Bigmouth Rod	Catfish Ln	Dead End	Sealant
4	2016	Black Bass	Hunters Pond	Cul-De-Sac	Sealant
4	2016	Budd Dr	Hunter Blvd	Duluth	Sealant
4	2016	Butterfly Pass	Catfish Pond	Hunters Pond	Sealant
4	2016	Calais	Lytle Ave	Rhonda Dr	Sealant
4	2016	Catfish Holw	Black Bass	Cul-De-Sac	Sealant
4	2016	Catfish Ln	Bigmouth Rod	Lily Pad Ln	Sealant
4	2016	Catfish Pond	Mallard Pass	Gooses way	Sealant
4	2016	Chinook	W Military Dr	Tempestuous	Sealant
4	2016	Dale Valley Dr	Horal Dr	Serene Valley	Sealant
4	2016	Divine Breeze	Chinook	Gentle Current	Sealant
4	2016	Dry Moss Pass	Gooses Way	Catfish Ln	Sealant
4	2016	Dry Moss Way	Hunters Pond	Dead End	Sealant
4	2016	Duck Landing	Black Bass	Cul-De-Sac	Sealant
4	2016	Duluth	Budd Dr	Rhonda Dr	Sealant
4	2016	Edenvale	Lytle Ave	Rhonda Dr	Sealant
4	2016	Fall Pass St	Wormack Way	Amber Knoll	Sealant
4	2016	Fishing Stone	Catfish Stone	Dead End	Sealant
4	2016	Fishing Trl	Catfish Holw	Goose Way	Sealant
4	2016	Frost Fire	Louisburg	Cherry Laurel	Sealant
4	2016	Gentle Current	Divine Breeze	Tempestuous	Sealant
4	2016	Glacier Bay	Ocean Port	Cul-De-Sac	Sealant
4	2016	Goose Way	Hunters Pond	Dead End	Sealant
4	2016	Hunter Blvd	Budd Dr	Rhonda Dr	Sealant
4	2016	Hunters Pond	Sw Loop 410 Access Rd	S Zarzamora	Sealant
4	2016	Island Vw	Ocean Side	Cul-De-Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
4	2016	Lily Pad Ln	Catfish Ln	Mallard Pass	Sealant
4	2016	Lindeman Ave	Fenfield Ave	Price	Sealant
4	2016	Lytle Ave	W Ansley Blvd	Gillette Blvd	Sealant
4	2016	Mallard Pass	Minnow Ln	Catfish Pond	Sealant
4	2016	Massaro St	Tisbury Pkwy	Amber Knoll	Sealant
4	2016	Mccauley Ave	Otto St	Somerset Rd	Sealant
4	2016	Minnow Ln	Hunters Pond	Mallard Pass	Sealant
4	2016	Mountain Star	Wolf Pt	Stephens Ranch	Sealant
4	2016	Mulberry Path	Wormack Way	Amber Knoll	Sealant
4	2016	Ocean Gate	Ocean Side	Cul-De-Sac	Sealant
4	2016	Ocean Port	Old Sky Harbor	Ocean Side	Sealant
4	2016	Possum Trl	Black Bass	Cul-De-Sac	Sealant
4	2016	Price	Somerset Rd	New Laredo Hwy	Sealant
4	2016	Price	New Laredo Hwy	Holder Ave	Sealant
4	2016	Ray Ellison Blvd	Covel	Medina Base Rd	Sealant
4	2016	Rebeccas Trl	Wolf Pt	Stephens Ranch	Sealant
4	2016	Rhoda Ave	Sunbend Falls	Gillette Blvd	Sealant
4	2016	Rustling Cv	Massaro St	Wolf Pt	Sealant
4	2016	S Ellison Dr	Potranco Rd	Marbach Rd	Sealant
4	2016	S Zarzamora	W Mayfield	Ih 35 S Access Rd	Sealant
4	2016	S Zarzamora	W Mayfield	Ih 35 S Access Rd	Sealant
4	2016	Sage Terrace	Wormack Way	Amber Knoll	Sealant
4	2016	Sas Dr	S Zarzamora	Cul-De-Sac	Sealant
4	2016	Stephens Ranch	Rebeccas Trl	Mountain Star	Sealant
4	2016	Summer Vail	Rebeccas Trl	Mountain Star	Sealant
4	2016	Sundance Pass	Potranco Rd	Stephens Ranch	Sealant
4	2016	Tempestuous	Chinook	Gentle Current	Sealant
4	2016	Tisbury Pkwy	Potranco Rd	Massaro St	Sealant
4	2016	W Gerald	Ih 35 S Access Rd	Whitman Ave	Sealant
4	2016	W Military Dr	Dugas Dr	W Military Dr	Sealant
4	2016	W Military Dr	Dugas Dr	Bobcat Pass	Sealant
4	2016	Wabash St	SW Military Dr	W Mayfield	Sealant
4	2016	Whitman Ave	Vickers Ave & Adolph	S Zarzamora	Sealant
4	2016	Wild Horse Run	Rebeccas Trl	Mountain Star	Sealant
4	2016	Wolf Pt	Rebeccas Trl	Dead End	Sealant
4	2016	Wormack Way	Sage Terrace	Mulberry Path	Sealant
5	2016	Alamosa	Roosevelt Ave	Castillo Ave	Rehabilitation
5	2016	Arbor Place	NW 19Th St	NW 24Th St	Rehabilitation
5	2016	Bryan	King Roger	Dead End	Rehabilitation
5	2016	Hunstock Ave	Grove Ave	Dead End	Rehabilitation
5	2016	Kemper St	S Navidad	S Trinity	Rehabilitation
5	2016	King Roger	W Mitchell St	Dead End	Rehabilitation
5	2016	Leal St	NW 26Th St	NW 25Th St	Rehabilitation
5	2016	Merida St	S Zarzamora	S Brazos St	Rehabilitation
5	2016	Morales	Nw 19th St	Dead End West	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
5	2016	Morales	Nw 27th St	Dead End East	Rehabilitation
5	2016	Nw 24th St	W Poplar St	W Commerce St	Rehabilitation
5	2016	Nw 26th St	Culebra rd	W Commerce St	Rehabilitation
5	2016	S Nueces	Ceralvo St	Frio City Rd	Rehabilitation
5	2016	W Highland Blvd	Roosevelt Ave	Hunstock Ave	Rehabilitation
5	2016	W Theo Ave	IH 35 S Access Rd	S Flores St	Rehabilitation
5	2016	Arbor Place	Nw 24th St	Dead End West	Sealant
5	2016	Calles St	S Calaveras	Bernardo Eureste	Sealant
5	2016	Drake Ave	Frio City Rd	Nogalitos St	Sealant
5	2016	Garland St	Oriental Ave	Harriman Place	Sealant
5	2016	Harriman Place	Frio City Rd	Nogalitos St	Sealant
5	2016	Hazel St	S Zarzamora	Frio City Rd	Sealant
5	2016	Huerta St	Bernardo Eureste	S Calaveras & Unnamed St At Huerta St	Sealant
5	2016	Loretta	Huntstock Ave	Alamosa	Sealant
5	2016	Madero St	Bernardo Eureste	S Calaveras	Sealant
5	2016	Morales	Nw 19th St	N Calaveras	Sealant
5	2016	Nogalitos St	Cass	W Fest St	Sealant
5	2016	Noria St	S Calaveras	S Nueces	Sealant
5	2016	Obregon	Bernardo Eureste	S Calaveras	Sealant
5	2016	Perez St	Nw 26th St	N Calaveras	Sealant
5	2016	S Calaveras	Ceralvo St	Brady Blvd	Sealant
5	2016	S Cibolo St	Calles St	Brady Blvd	Sealant
5	2016	S Flores St	IH 10 E	W Fest St	Sealant
5	2016	S Hamilton Ave	W Commerce St	Guadalupe St	Sealant
5	2016	S Navidad	Mercedes St	Brady Blvd	Sealant
5	2016	S San Jacinto St	Jean St	Ceralvo St	Sealant
5	2016	S Trinity	Merida St	Ceralvo St	Sealant
5	2016	S Zarzamora	W Southcross Blvd	W Mayfield	Sealant
5	2016	Shelby	W Gerald	Dead End South	Sealant
5	2016	Teresa St	Ih 35 S Access Rd	Pleasanton Rd	Sealant
5	2016	Vignes	Cottonwood Ave	W Malone	Sealant
5	2016	W Houston St	Nw 25th St & Rosa Parks Way	Nw 26th St	Sealant
6	2016	Ascot Park Dr	Fairgrounds Pkwy	Culebra Rd	Rehabilitation
6	2016	Fairgrounds Pkwy	Grandstand Dr	Culebra Rd	Rehabilitation
6	2016	Hoovers Bend	Grand Bend	Laurel Bend	Rehabilitation
6	2016	Lansbury	Weybridge	Woodtrail	Rehabilitation
6	2016	Laurel Bend	Mystic Bend	South Bend	Rehabilitation
6	2016	Lockend	Moortown	Shelley	Rehabilitation
6	2016	Millbank Dr	Moortown Dr	Shelly	Rehabilitation
6	2016	Moortown Dr	Culebra Rd	Topcroft Dr	Rehabilitation
6	2016	N Ellison Dr	W Loop 1604 N	Westover Hills Blvd	Rehabilitation
6	2016	Oak Rain	Shallow Crk	Cul-De-Sac	Rehabilitation
6	2016	Oak Timber	Rim Rock Trl	Woodline	Rehabilitation
6	2016	Pinto Trl	Johnson Grass	Meadow Bea	Rehabilitation
6	2016	Ridgebrook	Ridgeland	Ridge Branch	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
6	2016	Rousseau	W Military Dr	Copperfield	Rehabilitation
6	2016	Shallow Crk	Star Creek Dr	Oak Timber	Rehabilitation
6	2016	Shelley	Culebra Rd	Topcroft Dr	Rehabilitation
6	2016	Terra Oak	Weybridge	Dead End	Rehabilitation
6	2016	Weybridge	Dover Rdg	Terra Oak	Rehabilitation
6	2016	Alexa Place	Lauren Mist	Senisa Spgs	Sealant
6	2016	Arcadia Crk	Culebra Rd	Elk Crk	Sealant
6	2016	Belcross St	Fridell St	W Commerce St	Sealant
6	2016	Belcross St	Fridell St	SW 40th St	Sealant
6	2016	Buena Vista St	Sw 40th St	Belcross St	Sealant
6	2016	Buena Vista St	Capehart	S Acme Rd	Sealant
6	2016	Buena Vista St	SW 40th St	SW 39th St	Sealant
6	2016	Colton Crk	Arcadia Crk	Elk Crk	Sealant
6	2016	Copperfield	Reed Rd	Rousseau	Sealant
6	2016	Criswell Crk	Elk Crk	Dead End	Sealant
6	2016	Day Crk	Slippery Rock	Terra Ferna	Sealant
6	2016	Elk Crk	Senisa Spgs	Cul-De-Sac	Sealant
6	2016	Fridell St	Sw 40th St	Belcross St	Sealant
6	2016	Fridell St	Capehart	S Acme Rd	Sealant
6	2016	Fridell St	SW 40th St	SW 39th St	Sealant
6	2016	Johnson Grass	Slippery Rock	Star Creek Dr	Sealant
6	2016	Lauren Mist	Alexa Place	Cul-De-Sac	Sealant
6	2016	Monterey St	Sw 40th St	Belcross St	Sealant
6	2016	Monterey St	Capehart	S Acme Rd	Sealant
6	2016	Monterey St	SW 40th St	SW 39th St	Sealant
6	2016	Oak Fence	Oak Mill	Cul-De-Sac	Sealant
6	2016	Oak Mill	Oak Branch	Rim Line Dr	Sealant
6	2016	Oak Post	Oak Mill	Rim Rock Trl	Sealant
6	2016	Pharis St	Belcross St	SW 39th St	Sealant
6	2016	Ridge Leaf	Star Creek Dr	Cul-De-Sac	Sealant
6	2016	Rim Line Dr	Oak Mill	Timber View Dr	Sealant
6	2016	Rim Rock Trl	Culebra Rd	Dead End	Sealant
6	2016	Senisa Spgs	Westover Hills Blvd	Criswell Crk	Sealant
6	2016	Shallow Crk	Star Creek Dr	Woodline	Sealant
6	2016	Slippery Rock	Reed Rd	Cul-De-Sac	Sealant
6	2016	Sw 39th St	Joe Blanks St	W Commerce St	Sealant
6	2016	Sw 40th St	Pharis St	W Commerce St	Sealant
6	2016	Timber Cloud	Woodline	Ridge Leaf	Sealant
6	2016	W Military Dr	N Ellison Dr	Bobcat Pass	Sealant
6	2016	W Military Dr	State Hwy 151 Access Rd	N Ellison Dr	Sealant
6	2016	Woodline	Windline	Cul-De-Sac	Sealant
7	2016	Allegheny Dr	Baywater Dr	Chedder Dr	Rehabilitation
7	2016	Autumn Shade	Autumn Storm	Old Tezel Rd	Rehabilitation
7	2016	Callaghan Rd	Nw Loop 410 Access Rd	Babcock Rd	Rehabilitation
7	2016	Cambray Dr	Baywater Dr	Callaghan Rd	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
7	2016	Cheswick	Pertshire	Cul-De-Sac	Rehabilitation
7	2016	Fall Harvest	Addersly Dr	Spring Harvest	Rehabilitation
7	2016	Garden Path	Addersly Dr	Quiet Lake	Rehabilitation
7	2016	Lazyridge	Crestridge	Dead End	Rehabilitation
7	2016	Lyceum Dr	Baywater Dr	Babcock Rd	Rehabilitation
7	2016	Moss Oak	Woodlake Dr	Nw Loop 410 Access Rd	Rehabilitation
7	2016	Oakridge	Woodlake Dr W	Woodlake Dr E	Rehabilitation
7	2016	Old Mesquite	Addersly Dr	Quiet Lake	Rehabilitation
7	2016	Rollins Ave	Tulane Dr	Leo	Rehabilitation
7	2016	San Antonio Ave	Fredericksburg Rd	W French Place	Rehabilitation
7	2016	Spring Harvest	Addersly Dr	North Lake	Rehabilitation
7	2016	Vollum Ave	W Mistletoe	N Josephine Tobin	Rehabilitation
7	2016	W Mulberry Ave	Kampmann Blvd	N Zarzamora	Rehabilitation
7	2016	W Summit	Kampmann Blvd	N Zarzamora	Rehabilitation
7	2016	Waverly	Tulane	Leo	Rehabilitation
7	2016	Abbot Hts	London Hts	Curry Hts	Sealant
7	2016	Abe Lincoln Rd	Rambling Trail Dr	Eckhert Rd	Sealant
7	2016	Accolon Dr	Allegheny Dr	Babcock Rd	Sealant
7	2016	Angel Pt	Braun Pt	Cul-De-Sac	Sealant
7	2016	Barbwire	Addersly Dr	Fall Harvest	Sealant
7	2016	Blackstone Crk	Turquoise Crk	Limestone Pond	Sealant
7	2016	Braun Pt	Braun Rd	Alisa Brooke	Sealant
7	2016	Braun Rd	W Loop 1604 N Access Rd	Silverbrook Place	Sealant
7	2016	Colchester	Tezel Rd	Cul-De-Sac	Sealant
7	2016	Coralstone Dr	Limestone Pond	Cul-De-Sac	Sealant
7	2016	Crystal Field	Stonefield Place	Cul-De-Sac	Sealant
7	2016	Diamond Gap	Blackstone Crk	Cul-De-Sac	Sealant
7	2016	Dickinson Dr	Babcock Rd	Manor Dr	Sealant
7	2016	Early Trail Dr	Freeman Dr	W Quill Dr	Sealant
7	2016	Echo Gap	Blackstone Crk	Cul-De-Sac	Sealant
7	2016	Garnet Pt	Windward Trace	Cul-De-Sac	Sealant
7	2016	Gentle Pt	Braun Pt	Cul-De-Sac	Sealant
7	2016	Goldstone Dr	Shadystone Dr	Wildstone Place	Sealant
7	2016	Grass	Freeman Dr	Repose Ln	Sealant
7	2016	Grimesland	Tezel Rd	Cul-De-Sac	Sealant
7	2016	Havana	Hillcrest Dr	Maiden Ln	Sealant
7	2016	Heathcliff	Tezel Rd	Cul-De-Sac	Sealant
7	2016	Hillcrest Dr	W Woodlawn	Willard Dr & Nw 36th St	Sealant
7	2016	Lakeridge	Fawnridge Dr	Fredericksburg Rd	Sealant
7	2016	Limestone Hill	Wilderness Gap	Shadystone Dr & Stonefield Place	Sealant
7	2016	Limestone Pond	Blackstone Crk	Summerstone	Sealant
7	2016	Manor Dr	Haverhill Dr	W Magnolia Ave	Sealant
7	2016	Newcome Dr	Baywater Dr	Babcock Rd	Sealant
7	2016	North Lake	Silver Moon	Spring Harvest	Sealant
7	2016	Piper Dr	Repose Ln	Hillcrest Dr	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
7	2016	Quiet Lake	Old Mesquite	Spring Harvest	Sealant
7	2016	Regal Pt	Braun Pt	Cul-De-Sac	Sealant
7	2016	Repose Ln	Piper Dr	Early Trail Dr	Sealant
7	2016	Rosestone Place	Wilderness Gap	Stone Garden	Sealant
7	2016	Scenic Pt	Braun Pt	Cul-De-Sac	Sealant
7	2016	Shady Oak	Lazyridge	Callaghan Rd	Sealant
7	2016	Shadystone Dr	Wilderness Gap	Limestone Hill & Stonefield Place	Sealant
7	2016	Silver Moon	Addersly Dr	North Lake	Sealant
7	2016	Stone Edge Place	Stonecreek Place	Cul-De-Sac	Sealant
7	2016	Stone Garden	Limestone Hill	Rosestone Place	Sealant
7	2016	Stonecreek Place	Shadystone Dr	Cul-De-Sac	Sealant
7	2016	Stonecroft	Bandera Rd	Stonefield Place	Sealant
7	2016	Stonefield Place	Wilderness Gap	Stonecroft	Sealant
7	2016	Stonefield Place	W Loop 1604 N Access Rd	Stonecroft	Sealant
7	2016	Stonewind Place	Shadystone Dr	Dead End Or Cul De Sac	Sealant
7	2016	Summerstone	Turquoise Crk	Limestone Pond	Sealant
7	2016	Sunset Stone	Stonefield Place	Cul-De-Sac	Sealant
7	2016	Sylvanoaks	Callaghan Rd	Lazyridge	Sealant
7	2016	Turquoise Crk	Blackstone Crk	Summerstone	Sealant
7	2016	Wilderness Gap	Windward Trace	Shadystone Dr	Sealant
7	2016	Wildstone Place	Goldstone Dr	Stonecreek Place	Sealant
7	2016	Willard Dr	Bandera Rd	Hillcrest Dr & Nw 36th St	Sealant
7	2016	Windstone Crk	Limestone Hill	Stonefield Place	Sealant
7	2016	Windward Trace	Wilderness Gap	Garnet Pt	Sealant
7	2016	Woburn	Tezel Rd	Cul-De-Sac	Sealant
8	2016	Farinon Dr	Ih 10 W Access Rd	Northwest Pkwy	Rehabilitation
8	2016	Floyd Curl	Huebner Rd	Hamilton Wolfe	Rehabilitation
8	2016	Huebner Rd	Ih 10 W Access Rd	Sleepy Holw	Rehabilitation
8	2016	Indian Woods	De Zavala Rd	Parksite Woods	Rehabilitation
8	2016	King George	Merkens	King Louis	Rehabilitation
8	2016	King Louis	Newcombe Dr	Cul-De-Sac	Rehabilitation
8	2016	Midnight Woods	Golden Woods	Dead End Or Cul De Sac	Rehabilitation
8	2016	Network Blvd	Northwest Pkwy	Prue Rd	Rehabilitation
8	2016	Rocky Pine Woods	Fringetree Woods	Dead End Or Cul De Sac	Rehabilitation
8	2016	Silicon Dr	De Zavala Rd	Farinon Dr	Rehabilitation
8	2016	Southwell Rd	Prue Rd	Encino Park Rd	Rehabilitation
8	2016	Sugar Berry Woods	Rocky Pine Woods	Dead End Or Cul De Sac	Rehabilitation
8	2016	Alameda Rdg	Newoak Park	Cul-De-Sac	Sealant
8	2016	Apple Tree Woods	Indian Woods	Cul-De-Sac	Sealant
8	2016	Betsy Ross	Powhatan Dr	Cul-De-Sac	Sealant
8	2016	Border Mill Dr	Vance Jackson	Daylight Crest	Sealant
8	2016	Castle Grove	George Rd & Wycliff Rise	Shady Rock	Sealant
8	2016	Cedar Glade Dr	Newoak Park	Cul-De-Sac	Sealant
8	2016	Center Oak Woods	Indian Woods	Red Mulberry Woods	Sealant
8	2016	Chestnut Rdg	Newoak Park	Cul-De-Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
8	2016	Cinnamon Hill	Hamilton Wolfe	Gus Eckert Rd	Sealant
8	2016	Cougar Crk	Border Mill Dr	Cul-De-Sac	Sealant
8	2016	Cougar Pt	Daylight Crest	Cul-De-Sac	Sealant
8	2016	Daylight Crest	Border Mill Dr	Emerald Crk	Sealant
8	2016	Emerald Crk	Daylight Crest	Cul-De-Sac	Sealant
8	2016	Fig Tree Woods	Indian Woods	Cul-De-Sac	Sealant
8	2016	Forest Walk	Wilderness Hill	George Rd	Sealant
8	2016	Fringetree Woods	Golden Woods	Rocky Pine Woods	Sealant
8	2016	Golden Woods	Fringetree Woods	Shavano Woods	Sealant
8	2016	Knights Wood	High Chapel	Dead End Or Cul De Sac	Sealant
8	2016	Moonlight Way	Huebner Rd	Sunburst Ln	Sealant
8	2016	Newoak Park	Vance Jackson	Cul-De-Sac	Sealant
8	2016	Parksite Woods	De Zavala Rd	Meredith Woods	Sealant
8	2016	Pebble Oak Dr	Wilderness Wood	Wilderness Hill	Sealant
8	2016	Pinecomb Woods	Golden Woods	Dead End Or Cul De Sac	Sealant
8	2016	Powhatan Dr	Colony Dr	Tioga	Sealant
8	2016	Red Grove	Newoak Park	Cul-De-Sac	Sealant
8	2016	Red Mulberry Woods	Shavano Woods	Center Oak Woods	Sealant
8	2016	Rocky Pine Woods	Fringetree Woods	Cul-De-Sac	Sealant
8	2016	Rustic Ln	Honeycomb Dr	Moonlight Way	Sealant
8	2016	Sage Trl	Forest Rock Dr	Dead End Or Cul De Sac	Sealant
8	2016	Sandstone Dr	Huebner Rd	Orsinger Ln	Sealant
8	2016	Shadow Elm Woods	Twin Elm Woods	Indian Woods	Sealant
8	2016	Shadow Oak Woods	Twin Elm Woods	Tall Elm Woods	Sealant
8	2016	Shady Walk	Wilderness Hill	George Rd	Sealant
8	2016	Shavano Woods	Parksite Woods	Indian Woods	Sealant
8	2016	Shavano Woods	Parksite Woods	Rocky Pine Woods	Sealant
8	2016	Silicon Dr	Farinon Dr	Cul-De-Sac	Sealant
8	2016	Stoney Hill	Wilderness Wood	Wilderness Hill	Sealant
8	2016	Sunburst Ln	Moonlight Way	Honeycomb Dr	Sealant
8	2016	Sutters Park	Cul-De-Sac	Cul-De-Sac	Sealant
8	2016	Tall Elm Woods	Twin Elm Woods	Indian Woods	Sealant
8	2016	Twin Elm Woods	Shadow Oak Woods	Tall Elm Woods	Sealant
8	2016	Valero Way	N Loop 1604 W Access Rd	Utsa Blvd	Sealant
8	2016	Vance Jackson	Big Meadows Ln	Huebner Rd	Sealant
8	2016	Von Scheele Dr	Medical Dr	Wurzbach Rd	Sealant
8	2016	Wilderness Hill	Shady Walk	Dead End Or Cul De Sac	Sealant
8	2016	Wilderness Pt	George Rd	Wilderness Wood	Sealant
8	2016	Wilderness Wood	Wilderness Pt	Pebble Oak Dr	Sealant
8	2016	Woodstone	Ih 10 W Access Rd	Vance Jackson	Sealant
8	2016	Wycliff Rise	George Rd	Knights Wood	Sealant
9	2016	Arch Stone	Amberstone	Lightstone Dr & Amberstone	Rehabilitation
9	2016	Arrow Glen	Lost Arrow	Dead End	Rehabilitation
9	2016	Bluff Holw	Walker Ranch	Cul-De-Sac North	Rehabilitation
9	2016	Bluff Trl	Bluff Park Dr	Walker Ranch	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
9	2016	Coach Rd	Blanco Rd	W Ramsey	Rehabilitation
9	2016	Crescent Oaks	Stonepath Dr	Clearstone Dr	Rehabilitation
9	2016	Crooked Arrow	Flying Arrow	Stone Oak Pkwy	Rehabilitation
9	2016	Enclave Cir	Enclave Run	Enclave Park	Rehabilitation
9	2016	Enclave Park	Enclave Cir	Enclave Run	Rehabilitation
9	2016	Enclave Run	Enclave Cir	Larkspur	Rehabilitation
9	2016	Flaming Arrow	Cresent Oaks	Crooked Arrow	Rehabilitation
9	2016	Flying Arrow	Twin Arrows	Flaming Arrow	Rehabilitation
9	2016	Lightstone Dr	Hedgestone Dr	Riverstone Dr	Rehabilitation
9	2016	Posthouse Cir	Coach Rd	Cul-De-Sac	Rehabilitation
9	2016	Serenade	Memory	San Pedro Ave	Rehabilitation
9	2016	Stonepath Dr	Lightstone Dr	Crescent Oaks	Rehabilitation
9	2016	Tally Ho	Coach Rd	Cul-De-Sac	Rehabilitation
9	2016	Twisted Wood	Wood Valley	Wood Shadow	Rehabilitation
9	2016	W Bitters Rd	Tomahawk Trl	Blanco Rd	Rehabilitation
9	2016	Walker Ranch	Stonewood Dr	Bluffknoll	Rehabilitation
9	2016	West Ave	Wurzbach Pkwy	W Bitters Rd	Rehabilitation
9	2016	Wood Shadow	Inwood Park	Wood Valley	Rehabilitation
9	2016	Wood Valley	W Bitters Rd	West Ave	Rehabilitation
9	2016	Ashton Wood	Thicket Trail Dr	Dead End Or Cul De Sac	Sealant
9	2016	Bingham Dr	Buckhaven Dr	Swandale Dr	Sealant
9	2016	Blue Crk	Sugar Pine	Silver Spruce	Sealant
9	2016	Castledale Dr	Litchfield Dr	Swandale Dr	Sealant
9	2016	Country Wood	Wood Valley	Cul-De-Sac	Sealant
9	2016	Fallow Ridge Dr	Fallow Run	Cul-De-Sac	Sealant
9	2016	Fallow Run	Doe Crest	Thicket Trail Dr	Sealant
9	2016	Flint Oak	Thicket Trail Dr	Cul-De-Sac	Sealant
9	2016	Granada Dr	San Pedro Ave	Tango	Sealant
9	2016	Hardy Oak Blvd	Mesa Loop	Wilderness Oak	Sealant
9	2016	Hardy Oak Blvd	Mesa Loop & Summit Spgs	Wilderness Oak	Sealant
9	2016	Hardy Oak Blvd	N Loop 1604 E Access Rd	Dead End	Sealant
9	2016	Hopecrest Dr	Powhatan Dr	Castledale Dr	Sealant
9	2016	Horse Crk	Sugar Pine	Silver Spruce	Sealant
9	2016	Kingbard Dr	Powhatan Dr	Cul-De-Sac	Sealant
9	2016	Northmoor Ln	Powhatan Dr	Castledale Dr	Sealant
9	2016	Old Bitters Rd	W Bitters Rd	Dead End	Sealant
9	2016	Partridge Trl	Sugar Pine	Silver Spruce	Sealant
9	2016	Powhatan	Stevenwood Ln	Tioga	Sealant
9	2016	Redland Trl	Corporate Rd	Redriver Pass	Sealant
9	2016	Ridge Blf	Country Wood	Cul-De-Sac	Sealant
9	2016	Silver Spruce	Horse Crk	Top Rail	Sealant
9	2016	Stonehaven Dr	Callaghan Rd	Litchfield	Sealant
9	2016	Sugar Pine	Horse Crk	Partridge Trl	Sealant
9	2016	Swandale Dr	Powhatan Dr	Stonehaven Dr	Sealant
9	2016	Tango	San Pedro Ave	Reverie Ln	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
9	2016	Thicket Trail Dr	Doe Crest	Fallow Run	Sealant
9	2016	Top Rail	Silver Spruce	Arizona Ash	Sealant
9	2016	Turtle Ln	Castledale Dr	Swandale Dr	Sealant
9	2016	Turtle Village	Powhatan	Turtle Ln	Sealant
9	2016	Wilderness Oak	Blanco Rd	Oak Spg	Sealant
9	2016	Wood Shadow	Walker Ranch	Inwood Park	Sealant
9	2016	Woodway Forest	Wood Valley	Blufflane Dr	Sealant
10	2016	Astronaut	Mayfair Dr	Nacogdoches Rd	Rehabilitation
10	2016	Boulder Oaks	Thousand Oaks	Le Blanc	Rehabilitation
10	2016	Broken Feather Ln	Feather Rdg	Feather Point Dr	Rehabilitation
10	2016	Burning Log	Little Leaf	Tree Crossing	Rehabilitation
10	2016	Burning Rock	Little Leaf	Tree Crossing	Rehabilitation
10	2016	Butterleigh Dr	Bulverde Rd	Rowe Dr	Rehabilitation
10	2016	Cadbury	Rowe Dr	Cul-De-Sac	Rehabilitation
10	2016	Feather Nest Ln	Feather Rdg	Turkey Feather	Rehabilitation
10	2016	Feather Point Dr	Quail Valley Ln	Dead End	Rehabilitation
10	2016	Green Spring Dr	Elm Park Dr	Tavern Oaks	Rehabilitation
10	2016	Heritage Hill	Chimney Spgs	Winter Vw	Rehabilitation
10	2016	Independence Ave	O'connor Rd	Judson Rd	Rehabilitation
10	2016	Knoll Tree	Little Leaf	Tree Crossing	Rehabilitation
10	2016	Le Blanc	Boulder Oaks	Cul-De-Sac	Rehabilitation
10	2016	Leyte	Astronaut	John Glenn	Rehabilitation
10	2016	Pine Breeze	Heritage Hill	Dead End	Rehabilitation
10	2016	Rowe Dr	Thousand Oaks	Dead End	Rehabilitation
10	2016	Rowe Dr	Thousand Oaks	Cul-De-Sac South	Rehabilitation
10	2016	Salado Cliffs Dr	Salado Pkwy	Nacogdoches Rd	Rehabilitation
10	2016	Satellite	Astronaut	Titan Dr	Rehabilitation
10	2016	Shire Oak	Butterleigh Dr	Cul-De-Sac	Rehabilitation
10	2016	Strong Oak	Little Leaf	Tree Crossing	Rehabilitation
10	2016	Titan Dr	John Glenn	Missile	Rehabilitation
10	2016	Triple Crk	Elm Park Dr	Trailway Park	Rehabilitation
10	2016	Turkey Feather	Feather Rdg	Feather Crest Ln	Rehabilitation
10	2016	Winter Vw	Heritage Hill	Chimney Spgs	Rehabilitation
10	2016	Abrazo	Anabella	Cul-De-Sac	Sealant
10	2016	Anabella	Le Blanc	Abrazo	Sealant
10	2016	Ashington	Bridgeview	Dead End	Sealant
10	2016	Ashley Manor	Manes Grove	Missouri Bend	Sealant
10	2016	Bacarro	Quarles Dr	Bacarro	Sealant
10	2016	Bellcrest	Bell Dr	Barhill Dr	Sealant
10	2016	Bellcrest	Higgins Rd	Bell Dr	Sealant
10	2016	Bluetop	Canary Ln	Dead End Or Cul De Sac	Sealant
10	2016	Brays Forest	Winding Hill	Dead End Or Cul De Sac	Sealant
10	2016	Briar Forrest	Briarmeadow & Chatwood	Bellcrest	Sealant
10	2016	Byron Dr	Quarles Dr	Cul-De-Sac	Sealant
10	2016	Canary Cir	Canary Ln	Dead End Or Cul De Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
10	2016	Canary Ln	Higgins Rd	Pelican Ln	Sealant
10	2016	Chatwood	Bell Dr	Briar Forrest & Briarmeadow	Sealant
10	2016	Chiselhurst	Bridgeview	Dead End	Sealant
10	2016	Coral Grove Dr	Delta Grove	Rowe Dr	Sealant
10	2016	Cornerstone	Scarsdale	Hilton Head	Sealant
10	2016	Delta Grove	Tavern Oaks	Coral Grove Dr	Sealant
10	2016	Erickson Blf	Marisa Place	Colton Well	Sealant
10	2016	Falcon Grove	Rowe Dr	Dead End Or Cul De Sac	Sealant
10	2016	Flamingo Basin	Stoney Summit & Alder Creek Dr	Victory Palm	Sealant
10	2016	Fondren	Scarsdale	Dead End Or Cul De Sac	Sealant
10	2016	Hollow Hill Dr	Scarsdale	Putting Green	Sealant
10	2016	Irish Grove	Tavern Oaks	Cul-De-Sac	Sealant
10	2016	Jenkins Dr	N Cul-De-Sac	S Cul-De-Sac	Sealant
10	2016	Kenna Mist	Marisa Place	Erickson Blf	Sealant
10	2016	Kint Cir	Le Blanc	Cul-De-Sac	Sealant
10	2016	Landmark Hill Dr	Snead Dr	Temple Hill	Sealant
10	2016	Little Leaf	Oak Fire	Floral Way	Sealant
10	2016	Manes Grove	Missouri Bend	Ashley Manor	Sealant
10	2016	Mccormick Dr	Quarles Dr	Cul-De-Sac	Sealant
10	2016	Mesquite Smoke	Winding Hill & Smokey Way	Dead End Or Cul De Sac	Sealant
10	2016	Missouri Bend	Manes Grove	Ashley Manor	Sealant
10	2016	Oakfort	Shire Oak	Cul-De-Sac	Sealant
10	2016	Oakheath	Shire Oak	Cul-De-Sac	Sealant
10	2016	Oakhorne	Quarles Dr	Bacarro	Sealant
10	2016	Park Crossing Dr	Thousand Oaks	Scarsdale	Sealant
10	2016	Pelican Ln	Swallow Dr	Dead End Or Cul De Sac	Sealant
10	2016	Player Dr	Winding Hill	Dead End Or Cul De Sac	Sealant
10	2016	Preston Pass Dr	Preston Court Dr	Preston Hall Dr	Sealant
10	2016	Putting Green	Scarsdale	Bell Dr	Sealant
10	2016	Quarles Dr	Oakhorne	Bunyan	Sealant
10	2016	Rockhill Dr	Nacogdoches Rd	N Vandiver Rd	Sealant
10	2016	Sagerock Pass	Sandy Shoals	Tampke Place	Sealant
10	2016	Sandy Shoals	Tampke Place	Sagerock Pass	Sealant
10	2016	Scarsdale	Bulverde Rd & Thousand Oaks	Bell Dr	Sealant
10	2016	Secret Trails	Erickson Blf	Cul-De-Sac	Sealant
10	2016	Smokey Way	Winding Hill & Mesquite Smoke	Bell Dr	Sealant
10	2016	Snead Dr	Brays Forest	Landmark Hill Dr	Sealant
10	2016	Sparrow	Canary Ln	Dead End Or Cul De Sac	Sealant
10	2016	Spruce Stream	Missouri Bend	Cul-De-Sac	Sealant
10	2016	Tavern Oaks	Thousand Oaks	Drakewood	Sealant
10	2016	Tree Grove	Rowe Dr	Dead End Or Cul De Sac	Sealant
10	2016	Uhr Ln	Higgins Rd	Thousand Oaks	Sealant
10	2016	Victory Palm	Flamingo Basin	Alder Creek Dr	Sealant
10	2016	Winding Hill	Fairway Oaks	Smokey Way & Mesquite Smoke	Sealant
10	2016	Woodbrace	Cornerstone	Scarsdale	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
1,2	2016	Devine Rd	Park Dr	Dick Friedrich	Rehabilitation
1,5	2016	Nw 24th St	Culebra Rd	W Poplar St	Rehabilitation
1,5	2016	Wagner Ave	Shelby	S Zarzamora	Sealant
4,5	2016	W Mayfield	S Zarzamora	Somerset Rd	Rehabilitation
4,6	2016	W Military Dr	W Loop 1604 N	Bobcat Pass	Rehabilitation
7,8	2016	Babcock Rd	Huebner Rd	Hamilton Wolfe	Rehabilitation
1	2017	Airport Blvd	Halm	Hallmark	Rehabilitation
1	2017	Allison Rd	N St Mary's	Anastacia	Rehabilitation
1	2017	Anastacia	River Rd	Allison Rd	Rehabilitation
1	2017	Angeles Dr	W Ridgewood Ct	W Hildebrand Ave	Rehabilitation
1	2017	Armour	Lindell Place	River Rd	Rehabilitation
1	2017	Basse	McCullough Ave	San Pedro Ave	Rehabilitation
1	2017	Beal St	W Rosewood Ave	Buckeye Ave	Rehabilitation
1	2017	Belknap St	Melrose Place	W Hildebrand Ave	Rehabilitation
1	2017	Birchleaf	Mccullough Ave	Cul-De-Sac	Rehabilitation
1	2017	Dewberry	Trail	E Magnolia Ave	Rehabilitation
1	2017	Dunbar	Lombrano	Micklejohn St	Rehabilitation
1	2017	E Craig Place	Dead End	River Rd	Rehabilitation
1	2017	E Huisache Ave	N St Mary's	Allison Rd	Rehabilitation
1	2017	E Magnolia Ave	River Rd	Dead End	Rehabilitation
1	2017	E Woodlawn	Lindell Place	River Rd	Rehabilitation
1	2017	Fulton Ave	Ih 10 W Access Rd	Blanco Rd	Rehabilitation
1	2017	Greenlawn	Vance Jackson	Ih 10 W Access Rd	Rehabilitation
1	2017	Harriett Dr	El Montan Ave	Basin	Rehabilitation
1	2017	Lindell Place	E Woodlawn	E Magnolia Ave	Rehabilitation
1	2017	Lombrano	NW 19th St	N Hamilton Ave	Rehabilitation
1	2017	Magnolia Dr	Lindell Place	River Rd	Rehabilitation
1	2017	Mccullough Ave	Ne Loop 410 Access Rd	Sprucewood	Rehabilitation
1	2017	Melrose Place	Belknap St	Olmos Park City Limits	Rehabilitation
1	2017	Micklejohn St	NW 19th St	Dunbar	Rehabilitation
1	2017	N Elmendorf	W Poplar St	Perez St	Rehabilitation
1	2017	N San Jacinto St	Delgado St	Arbor Place	Rehabilitation
1	2017	N Zarzamora	Camada	Perez St	Rehabilitation
1	2017	Ostrom	Lindell Place	Dead End	Rehabilitation
1	2017	Panola	Harriett Dr	Rilla Vista	Rehabilitation
1	2017	Rilla Vista	Panola	Basin	Rehabilitation
1	2017	River Rd	E Mulberry Ave	E Craig Place	Rehabilitation
1	2017	S Josephine Tobin	Glenmore	Alexander Rd	Rehabilitation
1	2017	San Pedro Ave	Jackson-Keller Rd	Basse	Rehabilitation
1	2017	Shannon Lee	Mccullough Ave	E Skipper Dr	Rehabilitation
1	2017	Storeywood	West Ave	Neer Ave	Rehabilitation
1	2017	Trail	N St Mary's	Dead End	Rehabilitation
1	2017	Unnamed Rd At Allison Rd	Allison Rd	River Rd	Rehabilitation
1	2017	W Cypress	E Fredericksburg Rd	San Pedro Ave	Rehabilitation
1	2017	W Laurel	Nw 19th St	Dead End	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
1	2017	W Mandalay Dr	Blanco Rd	San Pedro Ave	Rehabilitation
1	2017	Wayside	West Ave	Neer Ave	Rehabilitation
1	2017	Aganier Ave	W Summit	W Gramercy Place	Sealant
1	2017	Barbara	Mccullough Ave	E Skipper Dr	Sealant
1	2017	Basse	Basse	Mccullough Ave	Sealant
1	2017	Basse	Us Hwy 281 N & Us Hwy 281 N Access Rd &	Basse	Sealant
1	2017	E Skipper Dr	Oblate	S Skipper Dr	Sealant
1	2017	El Montan Ave	Oblate	Rilla Vista	Sealant
1	2017	Fulton Ave	Blanco Rd	N Flores St	Sealant
1	2017	Jeanette Dr	San Pedro Ave	Basin	Sealant
1	2017	Mccullough Ave	Shannon Lee	Basse	Sealant
1	2017	Mountaintop Blvd	Linda Dr	Dead End	Sealant
1	2017	N San Jacinto St	Arbor Place	W Martin St	Sealant
1	2017	Pasadena	West Ave	Ih 10 W Access Rd	Sealant
1	2017	S Skipper Dr	W Skipper Dr	E Skipper Dr	Sealant
1	2017	Sharon Dr	El Montan Ave	Basin	Sealant
1	2017	W Gramercy Place	N Flores St	Breeden	Sealant
1	2017	W Huisache Ave	Blanco Rd	Ih 10 W Access Rd	Sealant
1	2017	W Kings Hwy	Capitol	Breeden St	Sealant
1	2017	W Magnolia Ave	Blanco Rd	Ih 10 W Access Rd	Sealant
1	2017	W Mistletoe	Blanco Rd	Ih 10 W Access Rd	Sealant
1	2017	W Skipper Dr	Oblate	S Skipper Dr	Sealant
2	2017	Burnet St	Willow St	N New Braunfels Ave	Rehabilitation
2	2017	Can't Stop	Rudolph	Lamar St	Rehabilitation
2	2017	Delaware	S Cherry	S Pine St	Rehabilitation
2	2017	Greatland Dr	Industry Park Dr	Cul-De-Sac	Rehabilitation
2	2017	Industry Park Dr	Rittiman Rd	Greatfare	Rehabilitation
2	2017	Muncey	Quitman St	Ih 35 N Access Rd	Rehabilitation
2	2017	Parland	Broadway	N New Braunfels Ave	Rehabilitation
2	2017	Perry Ct	Broadway	N New Braunfels Ave	Rehabilitation
2	2017	St Charles	Lamar St	Burnet St	Rehabilitation
2	2017	St Charles	Sherman St	Lamar St	Rehabilitation
2	2017	St James	Sherman St	Lamar St	Rehabilitation
2	2017	St James	Burnet St	Hays St	Rehabilitation
2	2017	Willow St	Colita	Ih 35 N Access Rd	Rehabilitation
2	2017	Braden Gate	Fm 78	Cul-De-Sac	Sealant
2	2017	Burleson St	Gibson	Rogers Ave	Sealant
2	2017	Burnet St	N Olive St	Willow St	Sealant
2	2017	Burr Rd	N New Braunfels Ave	W Hathaway Dr & Wyanoke	Sealant
2	2017	Claude W Black	Dakota St	Dead End	Sealant
2	2017	Coral Flounder	Viking Coral	Lakeview Dr	Sealant
2	2017	Dagger Flats	Pelican Coral	Coral Flounder	Sealant
2	2017	E Houston St	Ih 37 S Access Rd	N New Braunfels Ave	Sealant
2	2017	Galahad Dr	King Arthur	Ray Bon Dr	Sealant
2	2017	Gibson	Rudolph	Burleson St	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
2	2017	Hays St	N Palmetto	N New Braunfels Ave	Sealant
2	2017	Jackies Farm	Lakeview Dr	Ballot Park	Sealant
2	2017	Lakeview Dr	Fm 78	N Foster Rd	Sealant
2	2017	Lancelot Dr	King Arthur	Ray Bon Dr	Sealant
2	2017	Martin Luther King Dr	Claude W Black	S Hackberry St	Sealant
2	2017	Mason St	N Pine St	Spofford	Sealant
2	2017	Merlin Dr	King Arthur	Ray Bon Dr	Sealant
2	2017	N Hackberry St	E Commerce St	Sherman St	Sealant
2	2017	N Mesquite St	Burnet St	Milam	Sealant
2	2017	N New Braunfels Ave	Burr Rd	Eleanor	Sealant
2	2017	N Palmetto	IH 35 N Access Rd	E Grayson St	Sealant
2	2017	Nevada	S Mesquite St	Claude W Black	Sealant
2	2017	Nolan	N Hackberry St	N New Braunfels Ave	Sealant
2	2017	Nolan	Live Oak St	N Hackberry St	Sealant
2	2017	Pelican Coral	Meridian Farm	Reiter Pass	Sealant
2	2017	Pop Gunn Dr	Ih 10 E Access Rd	E Houston St	Sealant
2	2017	Prince Valiant Dr	King Arthur	Ray Bon Dr	Sealant
2	2017	Quitman St	Muth	N Palmetto	Sealant
2	2017	Rogers Ave	Burleson St	Lamar St	Sealant
2	2017	S Mesquite St	Dakota St	Delaware	Sealant
2	2017	St James	Lamar St	Hays St	Sealant
2	2017	Viking Coral	Pelican Coral	Lakeview Dr	Sealant
2	2017	W Boyer	Ih 37 S Access Rd	S Hackberry St	Sealant
2	2017	Willow St	Sherman St	Gorman St	Sealant
2	2017	Willow St	Colita	E Carson	Sealant
3	2017	Clamp Ave	SW Military Dr	W Hutchins Place	Rehabilitation
3	2017	Curtis St	E Pyron Ave	SE Military Dr	Rehabilitation
3	2017	E Southcross Blvd	Clark Ave	Prestwick Blvd	Rehabilitation
3	2017	E Southcross Blvd	Ih 37 S Access Rd	Clark Ave	Rehabilitation
3	2017	Golf View Dr	Kashmuir Place	Pecan Valley Dr & Pecan Valley Cir	Rehabilitation
3	2017	Grosvenor Blvd	Commercial Ave	Pleasanton Rd	Rehabilitation
3	2017	Pennystone Ave	Kellis Ave	Stringfellow Dr	Rehabilitation
3	2017	S New Braunfels Ave	E Southcross Blvd	Fair Ave	Rehabilitation
3	2017	S New Braunfels Ave	E Southcross Blvd	Hot Wells	Rehabilitation
3	2017	Sharmain Place	Commercial Ave	Pleasanton Rd	Rehabilitation
3	2017	Sunglo Dr	Commercial Ave	Pleasanton Rd	Rehabilitation
3	2017	Verne St	Commercial Ave	Pleasanton Rd	Rehabilitation
3	2017	Altura Ave	Mccauley Ave	W Vestal Place	Sealant
3	2017	Buffalo St	Ih 35 S Access Rd	W Pyron Ave	Sealant
3	2017	Cantrell Dr	Commercial Ave	Pleasanton Rd	Sealant
3	2017	Clovis Place	Pleasanton Rd	Commercial Ave	Sealant
3	2017	Drury Ln	Commercial Ave	Pleasanton Rd	Sealant
3	2017	E Drexel Ave	S Pine St	S Gevers St	Sealant
3	2017	Garnett Ave	Kendalia Ave	Clovis Place	Sealant
3	2017	Hammond Ave	S Gevers St	Dead End West	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
3	2017	Kendalia Ave	Commercial Ave	Pleasanton Rd	Sealant
3	2017	Mango	Mccauley Ave	Drury Ln	Sealant
3	2017	Mccauley Ave	Commercial Ave	Pleasanton Rd	Sealant
3	2017	Monticello Ct	S Presa St	Junior St	Sealant
3	2017	Pleasanton Rd	W Southcross Blvd	W Mayfield	Sealant
3	2017	Rayburn Dr	Altura Ave	Oppenheimer Ave	Sealant
3	2017	Rayburn Dr	Commercial Ave	Altura Ave	Sealant
3	2017	S Gevers St	Ih 37 S Access Rd	Fair Ave	Sealant
3	2017	Shasta Ave	Pleasanton Rd	Shannon	Sealant
3	2017	W Harding Blvd	Commercial Ave	Pleasanton Rd	Sealant
3	2017	W Hutchins Place	Pleasanton Rd & E Hutchins Place	Commercial Ave	Sealant
3	2017	W Southcross Blvd	Commercial Ave	Pleasanton Rd	Sealant
3	2017	Willis	E Southcross Blvd	Mt Vernon Ct	Sealant
4	2017	Alpine Valley	Bright Valley	Royal Valley	Rehabilitation
4	2017	Breeze Valley	Glade Valley Dr	Cul-De-Sac	Rehabilitation
4	2017	Castle Cv	Port Victoria	Cul-De-Sac	Rehabilitation
4	2017	Corpus Cv	Seacliff	Cul-De-Sac	Rehabilitation
4	2017	Cozy Valley	Glade Valley Dr	Cul-De-Sac	Rehabilitation
4	2017	Diamond Cv	Seacliff	War Horse Dr	Rehabilitation
4	2017	Elk Runner	Five Palms Dr	Cul-De-Sac	Rehabilitation
4	2017	Fishers Bend	Old Sky Harbor	Port Call Dr	Rehabilitation
4	2017	Glade Valley Dr	Alpine Valley	Five Palms Dr	Rehabilitation
4	2017	Happy Valley	Glade Valley Dr	Cul-De-Sac	Rehabilitation
4	2017	Hunt Ln	Marbach Rd	Us Hwy 90 W Access Rd	Rehabilitation
4	2017	Lighthouse Cv	Port Victoria	Cul-De-Sac	Rehabilitation
4	2017	Marbach Rd	S Ellison Dr	Autumn Pass	Rehabilitation
4	2017	Marbach Rd	S Ellison Dr	COSA City Limits	Rehabilitation
4	2017	Marble Cv	Trading Post	Cul-De-Sac	Rehabilitation
4	2017	Marina Bay Dr	Old Sky Harbor	Silver Bow Dr	Rehabilitation
4	2017	Pirate Cv	Port Victoria	Cul-De-Sac	Rehabilitation
4	2017	Port Victoria	Cul-De-Sac	Castle Cv	Rehabilitation
4	2017	Reeds Cv	Port Victoria	Cul-De-Sac	Rehabilitation
4	2017	Royal Valley	Alpine Valley	Brook Valley Dr	Rehabilitation
4	2017	Seacliff	Corpus Cv	War Horse Dr	Rehabilitation
4	2017	Seven Seas	Port Of Call Dr	Fishers Bend	Rehabilitation
4	2017	Silver Bow Dr	Marina Bay Dr	Yacht Harbor	Rehabilitation
4	2017	Sleepy Valley	Glade Valley Dr	Cul-De-Sac	Rehabilitation
4	2017	Snow Fox Dr	Rain Dance Dr	Cul-De-Sac	Rehabilitation
4	2017	Spanish Cv	Seacliff	Cul-De-Sac	Rehabilitation
4	2017	Trading Post	Five Palms Dr	Port Victoria	Rehabilitation
4	2017	Aldrich Dr	Sw Loop 410 Access Rd	Springvale Dr	Sealant
4	2017	Apple Valley Dr	Ray Ellison Blvd	Haven Valley	Sealant
4	2017	Bridle Rdg	Ray Ellison Blvd	Cul-De-Sac	Sealant
4	2017	Bright Valley	Alpine Valley	Sw Loop 410 Access Rd	Sealant
4	2017	Carousel	Parallel Dr	Springvale Dr	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
4	2017	Clegg Dr	Godek	Dead End	Sealant
4	2017	Crooked Trl	Carlitos Way	Sw Loop 410 Access Rd	Sealant
4	2017	Daytona Dr	Parallel Dr	Springvale Dr	Sealant
4	2017	Dempsey Dr	Farr Dr	Dead End South	Sealant
4	2017	Ebbtide Dr	Parallel Dr	Springvale Dr	Sealant
4	2017	Farr Dr	Clegg Dr	Dead End East	Sealant
4	2017	Flair Dr	Sw Loop 410 Access Rd	Springvale Dr	Sealant
4	2017	Galaxy Dr	Kilkenny	Springvale Dr	Sealant
4	2017	Gavilan Dr	Old Pearsall Rd	Dempsey Dr	Sealant
4	2017	Gillette Blvd	Poteet Jourdanton Fwy	Rockwell Blvd	Sealant
4	2017	Godek	Van	Clegg Dr	Sealant
4	2017	Hayden Dr	Old Pearsall Rd	Dempsey Dr	Sealant
4	2017	Hillburn Dr	Old Pearsall Rd	Dempsey Dr	Sealant
4	2017	Hillsdale	Kilkenny	Springvale Dr	Sealant
4	2017	Ithaca Dr	Kilkenny	Springvale Dr	Sealant
4	2017	Jockey	Invitational	Bridle Rdg	Sealant
4	2017	Kilkenny	Flair Dr	Ithaca Dr	Sealant
4	2017	Parallel Dr	Aldrich Dr	Flair Dr	Sealant
4	2017	Port Of Call Dr	Old Sky Harbor	Fishers Bend	Sealant
4	2017	Ravenswood Dr	Valley Hi Dr	Harrow Dr	Sealant
4	2017	Ray Ellison Blvd	Sw Loop 410 Access Rd	Covel	Sealant
4	2017	Ray Ellison Blvd	Old Valley Hi Dr	Us Hwy 90 W Access Rd	Sealant
4	2017	Riders Walk	Silver Bit	Cul-De-Sac	Sealant
4	2017	Ring Of Roses	Silver Bit	Cul-De-Sac	Sealant
4	2017	Rustic Gate	Crooked Trl	Rustic Rdg	Sealant
4	2017	Rustic Stable	Riders Pt	Blue Ribbon	Sealant
4	2017	Silver Bit	Bridle Rdg	Cul-De-Sac	Sealant
4	2017	Starting Gate	Crooked Trl	Sw Loop 410 Access Rd	Sealant
4	2017	Van	Hayden Dr	Godek	Sealant
4	2017	Yacht Harbor	Old Sky Harbor	Silver Bow Dr	Sealant
5	2017	Andy St	Thompson Place	Weir Ave	Rehabilitation
5	2017	Barclay St	Apperson	Saltillo St	Rehabilitation
5	2017	Carmen Place	Keck Ave	Wazee	Rehabilitation
5	2017	Centennial Blvd	Nogalitos St	Dead End	Rehabilitation
5	2017	Ceralvo St	Sw 19th St	S Zarzamora	Rehabilitation
5	2017	Cheyenne	Piegan St	Barclay St	Rehabilitation
5	2017	Fortuna St	Nw 38th St	Dead End	Rehabilitation
5	2017	Fortuna St	Nw 38th St	Nw 36th St	Rehabilitation
5	2017	Hazel St	SW 18Th St	SW 19Th St	Rehabilitation
5	2017	Hidalgo St	SW 19Th St	SW 21st St	Rehabilitation
5	2017	Hortencia St	Groff	W Commerce St	Rehabilitation
5	2017	Imperial Blvd	Thompsom	Roselawn	Rehabilitation
5	2017	Lansing Ln	Wazee	Keck Ave	Rehabilitation
5	2017	Matyear St	W Commerce St	Dead End	Rehabilitation
5	2017	N Elmendorf	Perez St	W Martin St	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
5	2017	N Zarzamora	Perez St	W Martin St	Rehabilitation
5	2017	Querida	Cupples Rd	Roselawn	Rehabilitation
5	2017	Saltillo St	Cupples Rd	Sw 19th St	Rehabilitation
5	2017	San Fernando St	SW 25Th St	SW 24Th St	Rehabilitation
5	2017	SW 21st St	Merida St	Saltillo St	Rehabilitation
5	2017	Thompson Place	Growdon Rd	Cupples Rd	Rehabilitation
5	2017	W Emerson	Cupples Rd	Dead End	Rehabilitation
5	2017	W Malone	IH 35 S Access Rd	S Flores St	Rehabilitation
5	2017	W Malone	Frio City Rd	S Zarzamora	Rehabilitation
5	2017	Wazee	Carmen Place	Dead End	Rehabilitation
5	2017	Aurora Ave	Nw 38th St	Nw 36th St	Sealant
5	2017	Barton Ct	Amarillo Ave	Carranza St	Sealant
5	2017	Ceralvo St	Cupples Rd	Sw 19th St	Sealant
5	2017	Ceralvo St	S Zarzamora	Frio City Rd	Sealant
5	2017	Chihuahua St	Barclay St	Canario St	Sealant
5	2017	Colima St	Sw 19th St	S Hamilton Ave	Sealant
5	2017	Darson Marie	Weir Ave	Thompson Place	Sealant
5	2017	El Paso St	S General Mcmullen	S San Joaquin	Sealant
5	2017	Ellor Dr	Nw 38th St	Nw 36th St	Sealant
5	2017	Hidalgo St	Sw 19th St	S Hamilton Ave	Sealant
5	2017	Keck Ave	Ceralvo St	Brady Blvd	Sealant
5	2017	Maria Elena	Nw 38th St	Nw 36th St	Sealant
5	2017	Memorial St	Culebra Rd	Mayberry Ave	Sealant
5	2017	Nw 36th St	Culebra Rd	Dead End	Sealant
5	2017	Old Us Hwy 90 W	W Commerce St & N San Gabriel	S San Joaquin	Sealant
5	2017	Plainview Dr	Nw 38th St	Nw 34th St	Sealant
5	2017	Pletz Dr	Sw 28th St	Dead End	Sealant
5	2017	S Calaveras	Monterey St	Potosi St	Sealant
5	2017	S General Mcmullen	Us Hwy 90 W Access Rd	Lackell Ave	Sealant
5	2017	S Picoso	Guadalupe St	S Laredo St	Sealant
5	2017	S San Augustine	W Commerce St	Jewett	Sealant
5	2017	S Zarzamora	W Commerce St	Guadalupe St	Sealant
5	2017	San Patricio	Sw 19th St	S Hamilton Ave	Sealant
5	2017	Saunders	S Hamilton Ave	S Trinity	Sealant
5	2017	Sw 18th St	Guadalupe St	S Laredo St	Sealant
5	2017	Tampico St	Sw 19th St	S Hamilton Ave	Sealant
5	2017	Vera Cruz St	Sw 19th St	S Hamilton Ave	Sealant
5	2017	W Academy	Sw 28th St	Dead End East	Sealant
5	2017	W Bedford Ave	Sw 28th St	Dead End East	Sealant
6	2017	Bonanza	W Commerce St	Monterey St	Rehabilitation
6	2017	Buena Vista St	Bonanza	Money Ln	Rehabilitation
6	2017	Guthrie St	S Acme Rd	Sw 40th St	Rehabilitation
6	2017	Money Ln	W Commerce St	Monterey St	Rehabilitation
6	2017	Monterey St	Bonanza	S Acme Rd	Rehabilitation
6	2017	N Ellison Dr	Westover Hills Blvd	W Military Dr	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
6	2017	Pinn Rd	State Hwy 151	Marbach Rd	Rehabilitation
6	2017	Pinn Rd	Marbach Rd	Westfield Dr	Rehabilitation
6	2017	Sw 40th St	Estrella St	Old Us Hwy 90 W	Rehabilitation
6	2017	Valley Cabin	Valley Castle	Cul-De-Sac	Rehabilitation
6	2017	Valley Castle	Valley Briar	Village Crest Dr	Rehabilitation
6	2017	Valley Crest	Valley Castle	Les Harrison Dr	Rehabilitation
6	2017	Valley King	Valley Crest	Cul-De-Sac	Rehabilitation
6	2017	Valley Knight	Valley Crest	Cul-De-Sac	Rehabilitation
6	2017	Valley Pawn	Valley Crest	Cul-De-Sac	Rehabilitation
6	2017	Valley Queen	Valley Crest	Cul-De-Sac	Rehabilitation
6	2017	Valley Villa	Valley Castle	Cul-De-Sac	Rehabilitation
6	2017	Village Briar	Les Harrison Dr	Valley Castle	Rehabilitation
6	2017	Village Gate	Les Harrison Dr	Cul-De-Sac	Rehabilitation
6	2017	Village Pt	Village Briar	Cul-De-Sac	Rehabilitation
6	2017	W Commerce St	Bonanza	W Commerce St	Rehabilitation
6	2017	Westridge Dr	S Acme Rd	Laverne Ave	Rehabilitation
6	2017	Arnaz Dr	Laverne Ave	S Acme Rd	Sealant
6	2017	Buena Vista St	Sw 37th St	SW 36th St	Sealant
6	2017	Eldridge Ave	S San Joaquin & Wallace St	Old Us Hwy 90 W	Sealant
6	2017	Ergill Ln	S Callaghan Rd	Herbert Ln	Sealant
6	2017	Estrella St	Sw 39th St	Sw 37th St	Sealant
6	2017	Fridell St	Roseanna	Sw 36th St	Sealant
6	2017	Herbert Ln	Old Us Hwy 90 W	Castroville Rd	Sealant
6	2017	Hidden Brook	Les Harrison Dr	Hidden Rose	Sealant
6	2017	Hidden Crest	Hidden Plains	Hidden Brook	Sealant
6	2017	Hidden Cross	Les Harrison Dr	Hidden Rose	Sealant
6	2017	Hidden Falls	Les Harrison Dr	Hidden Rose	Sealant
6	2017	Hidden Field	Les Harrison Dr	Hidden Crest	Sealant
6	2017	Hidden Ledge	Les Harrison Dr	Hidden Crest	Sealant
6	2017	Hidden Plains	Les Harrison Dr	Hidden Crest	Sealant
6	2017	Hidden Rock	Les Harrison Dr	Hidden Rose	Sealant
6	2017	Hidden Swan	Les Harrison Dr	Hidden Rose	Sealant
6	2017	Les Harrison Dr	Culebra Rd	Hidden Ledge	Sealant
6	2017	Luz Ave	S Acme Rd	Cul-De-Sac	Sealant
6	2017	Monterey St	Roseanna	SW 36th St	Sealant
6	2017	Old Us Hwy 90 W	S San Joaquin	Sw 36th St	Sealant
6	2017	Paso Ave	Segura	Estrella St	Sealant
6	2017	Pharis St	SW 38th St	SW 36th St	Sealant
6	2017	Prosperity Dr	Old Us Hwy 90 W	Laverne Ave	Sealant
6	2017	Prosperity Dr	Laverne Ave	S Acme Rd	Sealant
6	2017	Rogers Rd	Wiseman Blvd	Westover Hills Blvd	Sealant
6	2017	Roseanna	Monterey St	Pharis St	Sealant
6	2017	S Callaghan Rd	W Commerce St	Old Us Hwy 90 W	Sealant
6	2017	Segura	Sw 40th St	Paso Ave	Sealant
6	2017	Stephanie	Sw 37th St	SW 36th St	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
6	2017	Sw 36th St	W Commerce St & Nw 36th St	Eldridge Ave	Sealant
6	2017	Sw 37th St	Buena Vista St	Monterey St	Sealant
6	2017	Sw 37th St	Joe Blanks St	Eldridge Ave	Sealant
6	2017	Sw 38th St	Roseanna	Sw 36th St	Sealant
6	2017	Sw 38th St	Eldridge Ave	Castroville Rd	Sealant
6	2017	Sw 39th St	Old Us Hwy 90 W	Castroville Rd	Sealant
6	2017	Sw 42nd St	Old Us Hwy 90 W	Tyson St	Sealant
6	2017	Timber Path	Les Harrison Dr	Hidden Crest	Sealant
6	2017	Tyson St	Sw 42nd St	S Acme Rd	Sealant
7	2017	Adaes	S Josephine Tobin	Culebra Rd	Rehabilitation
7	2017	Belfair	Marquette	Bangor St	Rehabilitation
7	2017	Cherrywest Cir	Westgrove	Dead End	Rehabilitation
7	2017	Datewest Cir	Westgrove	Cul-De-Sac	Rehabilitation
7	2017	Emory	Bandera Rd	W Woodlawn	Rehabilitation
7	2017	Hemphill St	Benrus Blvd	W Broadview Dr	Rehabilitation
7	2017	Marquette	Hillcrest Dr	Nw 36th St	Rehabilitation
7	2017	Marquette	Camino Santa Maria	Nw 36th St	Rehabilitation
7	2017	Reindeer Trl	Snow Flake Dr	COSA City Limits	Rehabilitation
7	2017	S Josephine Tobin	W Woodlawn	Glenmore	Rehabilitation
7	2017	Snow Flake Dr	Caribou & Eckhert Rd	Reindeer Trl	Rehabilitation
7	2017	W French Place	Emory	S Josephine Tobin	Rehabilitation
7	2017	Whitby Rd	Abe Lincoln Rd	Pecan Cross	Rehabilitation
7	2017	Bigbury	Tezel Rd	Cul-De-Sac	Sealant
7	2017	Brixton	Cul-De-Sac	Cul-De-Sac	Sealant
7	2017	Cannon	Edgecliff	Dead End	Sealant
7	2017	Chivalry	Locksley	Cul-De-Sac	Sealant
7	2017	Croy Hts	Wrexham Hts	Cul-De-Sac	Sealant
7	2017	Dorsetshire	Knighthood	Cul-De-Sac	Sealant
7	2017	Dragon	Tourney	Cul-De-Sac	Sealant
7	2017	Fallworth	Honiley	Cul-De-Sac South	Sealant
7	2017	Guilbeau Rd	Old Tezel Rd	Bandera Rd	Sealant
7	2017	Havelock	Beowulf	Cul-De-Sac	Sealant
7	2017	Hemphill St	Marshwood	Benrus	Sealant
7	2017	Heraldry	Cul-De-Sac	Cul-De-Sac	Sealant
7	2017	Honiley	Wickersham	Dorsetshire	Sealant
7	2017	Horse Heath	Tezel Rd	Cul-De-Sac	Sealant
7	2017	Kentucky Ave	Bandera Rd	Glenmore	Sealant
7	2017	Knighthood	Braun	Lavenham	Sealant
7	2017	Lasater	Honiley	Cul-De-Sac South	Sealant
7	2017	Locksley	Wickersham	Chivalry	Sealant
7	2017	Norham Hts	Wrexham Hts	Cul-De-Sac	Sealant
7	2017	Peacock Ave	Cincinnati Ave	Culebra Rd	Sealant
7	2017	St Cloud	W Huisache Ave	Babcock Rd & Raleigh Place	Sealant
7	2017	St Ives	Tezel rtd	Cul-De-Sac	Sealant
7	2017	Stonykirk Rd	Hollyhock Rd	Rochelle Rd	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
7	2017	Tourney	Locksley	Dragon	Sealant
7	2017	Watchtower	Cul-De-Sac	Cul-De-Sac	Sealant
7	2017	Waverly	Bandera Rd	Glenmore	Sealant
7	2017	Wickersham	Tezel Rd	Guilbeau Rd	Sealant
7	2017	Wuthering Hts	Cul-De-Sac	Cul-De-Sac	Sealant
8	2017	Babcock Rd	N Loop 1604 W Access Rd	Utsa Blvd	Rehabilitation
8	2017	Briarpath	Spring Time Dr	Cul-De-Sac	Rehabilitation
8	2017	Burning Bend	Gallery Vw	Club Oaks	Rehabilitation
8	2017	Cedar Grey	Spring Time Dr	Merrimac Cv	Rehabilitation
8	2017	Cimarron Path	De Zavala Rd	Spectrum Dr	Rehabilitation
8	2017	Flaming Star	Spring Time Dr	Cul-De-Sac	Rehabilitation
8	2017	Four Colonies	Merrimac Cv	Spring Time Dr	Rehabilitation
8	2017	Gallery Cliff	Holmoaks	Cul-De-Sac	Rehabilitation
8	2017	Greenwood Village Dr	Spring Time Dr	Club Oaks	Rehabilitation
8	2017	Holmoaks	Spring Time Dr	Sunset Haven Dr	Rehabilitation
8	2017	Merrimac Cv	Cedar Grey	Four Colonies	Rehabilitation
8	2017	Mesquite Mesa	Spring Time Dr	Cul-De-Sac	Rehabilitation
8	2017	Pecan Trl	Autumn Vista	Cul-De-Sac	Rehabilitation
8	2017	Spectrum Dr	Cimarron Path	Rocky Point Dr	Rehabilitation
8	2017	Spring Garden Dr	Spring Time Dr	Dead End	Rehabilitation
8	2017	Spring Time Dr	Babcock Rd	Four Colonies	Rehabilitation
8	2017	Spring Time Dr	Babcock Rd	Prue Rd	Rehabilitation
8	2017	The Drag	Utsa Blvd	Roadrunner Way	Rehabilitation
8	2017	Utsa Blvd	Babcock rd	Edward Ximenes	Rehabilitation
8	2017	Willowridge Ln	Autumn Vista	Cul-De-Sac	Rehabilitation
8	2017	Wurzbach Rd	Ih 10 W Access Rd	Vance Jackson	Rehabilitation
8	2017	Adelaide Oaks	Mahogany Chest	The Drag	Sealant
8	2017	Agency Oaks	Mahogany Chest	The Drag	Sealant
8	2017	Allendale Oak	Arrow Oaks	Agency Oaks	Sealant
8	2017	Amberdale Oak	Utsa Blvd	Agency Oaks	Sealant
8	2017	Arrow Oaks	Amberdale Oak	The Drag	Sealant
8	2017	Babcock Rd	W Hausman Rd	De Zavala Rd	Sealant
8	2017	Cindy Lou Dr	Allendale	The Drag	Sealant
8	2017	Club Oaks	Gallery Vw	Cul-De-Sac	Sealant
8	2017	Dawn Haven	Sunset Haven Dr	Spring Time Dr	Sealant
8	2017	E Songbird	N Songbird	Mocking Bird Ln	Sealant
8	2017	Gallant Forest	Spring Time Dr	Cul-De-Sac	Sealant
8	2017	Gallery Vw	Spring Time Dr	Club Oaks	Sealant
8	2017	Hart Cliff	Hart Field	Elk Valley	Sealant
8	2017	Hart Crest	Hart Ranch	Hart Cliff	Sealant
8	2017	Hart Field	Cul-De-Sac	Cul-De-Sac	Sealant
8	2017	Hart Ranch	De Zavala Rd	Hart Cliff	Sealant
8	2017	Hawk Spgs	Mountain Air	Cimarron Path	Sealant
8	2017	Horizon Hill Blvd	Medical Dr	Callaghan Rd	Sealant
8	2017	Jetlyn Dr	Agency Oaks	W Hausman Rd	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
8	2017	Larimer Sq	Spring Time Dr	Cul-De-Sac	Sealant
8	2017	Mahogany Chest	Adelaide Oaks	Agency Oaks	Sealant
8	2017	Mesa Verde	Dawn Haven	Cul-De-Sac	Sealant
8	2017	Mocking Bird Ln	Fredericksburg Rd	Horizon Hill Blvd	Sealant
8	2017	Mountain Air	De Zavala Rd	Cimarron Path	Sealant
8	2017	N Songbird	W Songbird	Pleasure Hill Dr	Sealant
8	2017	Pleasure Hill Dr	Chambers	Mocking Bird Ln	Sealant
8	2017	Roadrunner Way	Utsa Blvd	W Hausman Rd	Sealant
8	2017	Rocky Point Dr	Spectrum Dr	Cul-De-Sac	Sealant
8	2017	S Hausman Rd	Bamberger Trl	Prue Rd	Sealant
8	2017	Spring Brook Dr	Spring Time Dr	Spring Mont Dr	Sealant
8	2017	Spring Forest Dr	Spring Time Dr	Spring Mont Dr	Sealant
8	2017	Spring Haven	Spring Time Dr	Spring Mont Dr	Sealant
8	2017	Spring Hollow Dr	Spring Time Dr	Spring Mont Dr	Sealant
8	2017	Spring Manor Dr	Spring Time Dr	Spring Mont Dr	Sealant
8	2017	Spring Mont Dr	Spring Haven	Spring Garden Dr	Sealant
8	2017	Spring Rose Dr	Spring Time Dr	Dead End	Sealant
8	2017	Spring Shadow Dr	Spring Time Dr	Dead End	Sealant
8	2017	Tioga	Wurzbach Rd	mint hill	Sealant
8	2017	W Songbird	N Songbird	Mocking Bird Ln	Sealant
8	2017	Watertown	Four Colonies	Cul-De-Sac	Sealant
9	2017	Bammel	Vista Vw	Vista Nogal	Rehabilitation
9	2017	Beauchamp	Vista Vw	Vista Nogal	Rehabilitation
9	2017	Carolwood Dr	Lockhill-Selma Rd	Haltown	Rehabilitation
9	2017	Clydeville Dr	E Coker Loop	Gordon	Rehabilitation
9	2017	Deer Path	Brook Holw	Parkhurst	Rehabilitation
9	2017	E Coker Loop	E Nakoma	Arion Pkwy	Rehabilitation
9	2017	Forest Spg	Susancrest Dr	Larkstone Dr	Rehabilitation
9	2017	Mt Rainier Dr	Blanco Rd	Carolwood Dr	Rehabilitation
9	2017	Parkhurst	Alice Hill	Forest Spg	Rehabilitation
9	2017	Petal Dr	Briar Oak	Strings St	Rehabilitation
9	2017	Skyblue	Bitters Rd	Blue Crest Ln	Rehabilitation
9	2017	Vista Azul	Vista Vw	Vista Nogal	Rehabilitation
9	2017	Vista Del Norte	Blanco Rd	Cul-De-Sac	Rehabilitation
9	2017	Vista Hill	Vista Vw	Vista Nogal	Rehabilitation
9	2017	Vista Norte	Vista Norte	Patricia Dr	Rehabilitation
9	2017	Vista Valet Dr	Vista Del Norte	Vista Del Norte	Rehabilitation
9	2017	W Rhapsody	West Ave	Us Hwy 281 N Access Rd	Rehabilitation
9	2017	Adobe Crossing Dr	Adobe Square Dr	Cul-De-Sac	Sealant
9	2017	Adobe Springs Dr	Cul-De-Sac	Cul-De-Sac	Sealant
9	2017	Adobe Square Dr	Adobe Crossing Dr	Cul-De-Sac	Sealant
9	2017	Alice Hill	Susancrest Dr	Autumn Woods	Sealant
9	2017	Blanche Coker	Bitters Rd	Cul-De-Sac	Sealant
9	2017	Blue Crest Ln	Bitters Rd	Jones Maltsberger Rd	Sealant
9	2017	Buck Ridge Ln	Possum Tree Rd	Cul-De-Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
9	2017	Carlton Oaks	Oak Crk	Morning Dove Ln	Sealant
9	2017	Carlton Oaks	Jones Maltsberger Rd	Oak Crk	Sealant
9	2017	Country Ct	Country Ct	Cul-De-Sac	Sealant
9	2017	Country Glade	Country pike	Cul-De-Sac	Sealant
9	2017	Country Ledge	Country Rdg	Country Crest	Sealant
9	2017	Country Oaks	Blanche Coker	Dead End	Sealant
9	2017	Country Pass	Country Rdg	Cul-De-Sac	Sealant
9	2017	Country Path	Country Trl	Cul-De-Sac	Sealant
9	2017	Country Rdg	Country Walk	Country Ledge	Sealant
9	2017	Country Sound	Blanche Coker	Cul-De-Sac	Sealant
9	2017	Country Walk	Country Trl	Cul-De-Sac	Sealant
9	2017	Coyote Canyon Dr	Santa Fe Trail Dr	Cul-De-Sac	Sealant
9	2017	Cross Canyon	Heimer Rd	Jones Maltsberger Rd	Sealant
9	2017	Elk Canyon Dr	Wellcrest	Pearlstone	Sealant
9	2017	Enfield Park	Enfield Park	Jones Maltsberger Rd	Sealant
9	2017	Fawn Glen	Wood Rush	Fawn Glen	Sealant
9	2017	Heimer Rd	Us Hwy 281 N Access Rd	Cross Canyon	Sealant
9	2017	Hollow Vw	Wood Rush	Fawn Glen	Sealant
9	2017	Jess Gardens	Pinetree	Cul-De-Sac	Sealant
9	2017	Larkspur	West Ave	Dead End	Sealant
9	2017	Misty Crk	Shoal Run	Cul-De-Sac	Sealant
9	2017	Norland Dr	Ridge Park	Fawn Glen	Sealant
9	2017	Notting Hill	Serenity Ln	Dead End Or Cul De Sac	Sealant
9	2017	Oak Ct	Ridge Park	Oakline Dr	Sealant
9	2017	Oak Vista Dr	Norland Dr	Brook Holw	Sealant
9	2017	Oakline Dr	Norland Dr	Brook Holw	Sealant
9	2017	Oakshire Dr	Norland Dr	Brook Holw	Sealant
9	2017	Pearlstone	Cross Canyon	Cul-De-Sac	Sealant
9	2017	Perennial	Heimer Rd	Jones Maltsberger Rd	Sealant
9	2017	Pinetree	Carlton Oaks	Possum Tree Rd	Sealant
9	2017	Possum Tree Rd	Pinetree	Buck Ridge Ln	Sealant
9	2017	Pueblo Crossing Dr	Santa Fe Trail Dr	Cul-De-Sac	Sealant
9	2017	Pueblo Run	Santa Fe Trail Dr	Cul-De-Sac	Sealant
9	2017	Pueblo Springs Dr	Santa Fe Trail Dr	Cul-De-Sac	Sealant
9	2017	Queensland	Perennial	Dead End Or Cul De Sac	Sealant
9	2017	Queensland	Santa Fe Trail Dr	Cul-De-Sac	Sealant
9	2017	Ridge Park	Norland Dr	Oak Ct	Sealant
9	2017	Santa Fe Trail Dr	Queensland	Cul-De-Sac	Sealant
9	2017	Serenity Ln	Notting Hill	Dead End Or Cul De Sac	Sealant
9	2017	Shadow Leaf	Shoal Run	Shadow Park	Sealant
9	2017	Shadow Park	Cul-De-Sac	Cul-De-Sac	Sealant
9	2017	Shoal Run	Enfield Park	Misty Crk	Sealant
9	2017	Stonewood Dr	Bluff Manor Dr	Wood Valley	Sealant
9	2017	Susancrest Dr	Pinetree	Fernwood	Sealant
9	2017	Susancrest Dr	Alice Hill	Fernwood	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
9	2017	Wellcrest	Cross Canyon	Cul-De-Sac	Sealant
9	2017	Wood Rush	Carlton Oaks	Hollow Vw	Sealant
10	2017	Albin Dr	Pike Rd	Robin Rest Dr	Rehabilitation
10	2017	Bent Bow	Brookside	Robin Rest Dr	Rehabilitation
10	2017	Brookside	Eisenhauer Rd	Albin Dr	Rehabilitation
10	2017	Burr Rd	Harry Wurzbach	W Hathaway Dr	Rehabilitation
10	2017	Knight Robin	Brookside	Robin Rest Dr	Rehabilitation
10	2017	N Stahl Park	O'connor Rd	Higgins Rd	Rehabilitation
10	2017	Nacogdoches Rd	Wurzbach Pkwy	Starcrest Dr	Rehabilitation
10	2017	O'connor Rd	N Loop 1604 E Access Rd	Stahl Rd	Rehabilitation
10	2017	Old Stable Rd	Redland Rd	Chuckwagon	Rehabilitation
10	2017	Pecan Gap	Redland Rd	Bulverde Pt	Rehabilitation
10	2017	Pike Rd	Eisenhauer Rd	Urban Crest	Rehabilitation
10	2017	Randolph Blvd	O'connor Rd	Ih 35 N Access Rd & Judson Rd	Rehabilitation
10	2017	Starcrest Dr	Barrington	NE Loop 410 Access Rd	Rehabilitation
10	2017	Allwood	Fountainwood Dr	Cul-De-Sac	Sealant
10	2017	Beavers Run	Harper's Bend Dr	Cul-De-Sac	Sealant
10	2017	Beewood	Fountainwood Dr	Cul-De-Sac	Sealant
10	2017	Bluewood	Fountainwood Dr	Flair Wood Dr	Sealant
10	2017	Brambletree	Cypress Park	Basin oak	Sealant
10	2017	Breezy Bend	Harper's Bend Dr	Cul-De-Sac	Sealant
10	2017	Briarcrest Dr	Bulverde Rd	Classen Rd	Sealant
10	2017	Briardale	Queens Way	Old Bond St	Sealant
10	2017	Burning Crk	Stahl Rd	Misty Run Dr	Sealant
10	2017	Cavewood	Fountainwood Dr	Cul-De-Sac	Sealant
10	2017	Clouded Crest	Cypress Bend	Dead End Or Cul De Sac	Sealant
10	2017	Crainwood	Fountainwood Dr	Cul-De-Sac	Sealant
10	2017	Cypress Park	Cypress Bend	Misty Glen	Sealant
10	2017	Falls Church	Fort Oswego	Martins Ferry	Sealant
10	2017	Flaming Crk	Harper's Bend Dr	Cul-De-Sac	Sealant
10	2017	Fondren	Scarsdale	Dead End Or Cul De Sac	Sealant
10	2017	Fountainwood Dr	Arrowood	Judson Rd	Sealant
10	2017	Grantilly	Queens Way	Old Bond St	Sealant
10	2017	Harper's Bend Dr	Burning Crk	Misty Bend Dr	Sealant
10	2017	Kissing Oak	Judson Rd	Ross Oak	Sealant
10	2017	Ledgewood	Fountainwood Dr	Cul-De-Sac	Sealant
10	2017	Lost Crk	Judson Rd	Oak Rock	Sealant
10	2017	Misty Bend Dr	Wetz Dr	Harper's Bend Dr	Sealant
10	2017	Misty Glen	Ross Oak	Dead End Or Cul De Sac	Sealant
10	2017	Misty Run Dr	Burning Crk	O'connor Rd	Sealant
10	2017	O'connor Rd	Wurzbach Pkwy	Stahl Rd	Sealant
10	2017	Old Crk	Harper's Bend Dr	Cul-De-Sac	Sealant
10	2017	Plumwood	Fountainwood Dr	Cul-De-Sac	Sealant
10	2017	Queens Way	Briardale	Hay Market	Sealant
10	2017	Stahl Rd	Higgins Rd	O'connor Rd	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
10	2017	Starcrest Dr	Barrington	Dead End	Sealant
10	2017	Twisted Oaks Dr	Starcrest Dr	Autumn Leaf	Sealant
10	2017	Village Dr	Ne Loop 410 Access Rd	Dead End	Sealant
10	2017	Wetz Dr	Burning Crk	Misty Bend Dr	Sealant
2,10	2017	Thousand Oaks	Schertz Rd	IH 35 N Access Rd	Rehabilitation
1	2018	Alametos St	Blanco Rd	San Pedro Ave	Rehabilitation
1	2018	Alhambra	Catalina	Warner Ave	Rehabilitation
1	2018	Burwood Ln	Basilwood	Westmoreland	Rehabilitation
1	2018	Capitol	San Angelo Blvd	Rancho Blanco Blvd	Rehabilitation
1	2018	Catalina	Alhambra	Dead End	Rehabilitation
1	2018	Cherry Ridge Dr	Vance Jackson	Saxon	Rehabilitation
1	2018	Culebra Rd	Ih 10 W Access Rd	Fredericksburg Rd	Rehabilitation
1	2018	Dallas St	W Jones Ave	Atlanta Ave	Rehabilitation
1	2018	E Gramercy Place	McCullough Ave	W Gramercy Place	Rehabilitation
1	2018	E Sandalwood Ln	Teak Ln	Everest Ave	Rehabilitation
1	2018	El Monte Blvd	Catalina Ave	Grant Ave	Rehabilitation
1	2018	Hermine Blvd	Warner Ave	Capitol Ave	Rehabilitation
1	2018	Kentucky Ave	N Zarzamora	N Sabinas	Rehabilitation
1	2018	Mardell St	Olympia	Catalina	Rehabilitation
1	2018	Mcilvaine	Beacon Ave	San Pedro Ave	Rehabilitation
1	2018	N Elmendorf	Kentucky Ave	W Poplar St	Rehabilitation
1	2018	N Sabinas	Cincinnati Ave	Culebra Rd	Rehabilitation
1	2018	N St Mary's	Navarro St	W Jones Ave	Rehabilitation
1	2018	N Zarzamora	Cincinnati Ave	W Laurel St	Rehabilitation
1	2018	Olympia	El Monte Blvd	Mardell St	Rehabilitation
1	2018	Rancho Blanco Blvd	Capitol Ave	Grant Ave	Rehabilitation
1	2018	Richmond Ave	Camden St	E Quincy	Rehabilitation
1	2018	Ridgecrest Dr	Everest Ave	Broadway	Rehabilitation
1	2018	S San Saba	Dolorosa	W Nueva	Rehabilitation
1	2018	Venice St	Capitol Ave	Blanco Rd	Rehabilitation
1	2018	Viendo	Fredericksburg Rd	Ih 10 W Access Rd	Rehabilitation
1	2018	W Gramercy Place	San Pedro Ave	E Gramercy Place	Rehabilitation
1	2018	W Lynwood	Brad	Ih 10 W Access Rd	Rehabilitation
1	2018	W Poplar St	N Zarzamora	Nw 18th St	Rehabilitation
1	2018	Warner Ave	Alhambra	Hermine Blvd	Rehabilitation
1	2018	Waverly	N Navidad	N Calaveras	Rehabilitation
1	2018	Williams Ave	Texas Ave	Culebra Rd	Rehabilitation
1	2018	Atlanta Ave	Ih 35 N Access Rd	Dallas St	Sealant
1	2018	Blanco Rd	W Summit	Fredericksburg Rd	Sealant
1	2018	Broadway	4th St	McCullough Ave	Sealant
1	2018	Broadway	Brooklyn Ave	McCullough Ave	Sealant
1	2018	Cincinnati Ave	N Zarzamora	Ih 10 W Access Rd	Sealant
1	2018	Citadell Plaza	Broadway	Gault Ln	Sealant
1	2018	Country Village	Gault Ln	Ne Loop 410 Access Rd	Sealant
1	2018	Dallas St	Navarro St	Brooklyn Ave	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
1	2018	E Guenther St	Pereida St	Barbe St	Sealant
1	2018	E Mistletoe	W Mistletoe & N Main Ave	Mccullough Ave	Sealant
1	2018	E Rector	Republic Dr	Jones Maltsberger Rd	Sealant
1	2018	Erie	Ih 35 N Access Rd	Camden St	Sealant
1	2018	Everest Ave	W Terra Alta	W Sunset Rd	Sealant
1	2018	Everest Ave	W Terra Alta	Lorenz Rd	Sealant
1	2018	General Krueger Blvd	Olympia	Winewood Dr	Sealant
1	2018	Harvard	University	Yale Ave	Sealant
1	2018	Jackson-keller Rd	Cotillion Dr	Nw Loop 410 Access Rd	Sealant
1	2018	Kentucky Ave	N Zarzamora	Dead End	Sealant
1	2018	Lexington Ave	Ih 35 N Access Rd	N St Mary's	Sealant
1	2018	N Calaveras	W Poplar St	Pace St	Sealant
1	2018	N Flores St	W Lynwood	W Mulberry Ave	Sealant
1	2018	N Sabinas	Ruiz St	Delgado St	Sealant
1	2018	Rounds St	N Calaveras	N Zarzamora	Sealant
1	2018	Santa Monica	West Ave	Catalina	Sealant
1	2018	Stockton Dr	Mccullough Ave	Republic Dr	Sealant
1	2018	W Elsmere Place	Blanco Rd	N Flores St	Sealant
1	2018	West Ave	Mardell St	Dresden	Sealant
1	2018	West Ave	N Amnon Dr	Wayside	Sealant
1	2018	West Ave	Storeywood	Jackson-keller Rd	Sealant
1	2018	Wilmington Ave	E Quincy	Dallas St	Sealant
1	2018	Yale Ave	Harvard	Ih 10 W Access Rd	Sealant
2	2018	Castle Court Dr	Castle Way Dr	Dead End Or Cul De Sac	Rehabilitation
2	2018	Castle Gate	Castle Way Dr	Dead End Or Cul De Sac	Rehabilitation
2	2018	Castle Rock	Castle Way Dr	Dead End Or Cul De Sac	Rehabilitation
2	2018	Castle Way Dr	Ray Bon Dr	Midcrown Dr	Rehabilitation
2	2018	Crusade Dr	King Arthur	Ray Bon Dr	Rehabilitation
2	2018	Enchanted Sun	Glacier Sun Dr	Cul-De-Sac	Rehabilitation
2	2018	Glacier Sun Dr	Coral Sunrise	Colonial Sun Dr	Rehabilitation
2	2018	Guinevere Dr	King Arthur	Ray Bon Dr	Rehabilitation
2	2018	Hidden Sunrise Dr	Sunrise Creek Dr	Sun Harbour Dr	Rehabilitation
2	2018	Jemison St	Clark Ave	Anita St	Rehabilitation
2	2018	Kilgore	Langdon Rd	Diversey Dr	Rehabilitation
2	2018	King Arthur	Crusade Dr	Dead End Or Cul De Sac	Rehabilitation
2	2018	La Colonia	Rittiman Rd	Stoneshire	Rehabilitation
2	2018	Martin Luther King Dr	Lone Oak Ave	Stolnet & Lord Rd	Rehabilitation
2	2018	Meadow Sunrise Dr	Sunrise Creek Dr	Glacier Sun Dr	Rehabilitation
2	2018	Prince Valiant Dr	Midcrown Dr	Ray Bon Dr	Rehabilitation
2	2018	Quail Creek Dr	NE Loop 410 Access Rd	Running Crk	Rehabilitation
2	2018	Rice Rd	Brooksdale Dr	Diane Rd	Rehabilitation
2	2018	S New Braunfels Ave	Nevada	Westfall Ave	Rehabilitation
2	2018	Shadow Way	Stoneshire	Cul-De-Sac	Rehabilitation
2	2018	Stoneshire	La Colonia	Dead End	Rehabilitation
2	2018	Sunrise Creek Dr	Sunrise Bend Dr	Glacier Sun Dr	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
2	2018	Tuleta	US Hwy 281 N	Dead End	Rehabilitation
2	2018	Woodhill	Woodbrook	Stoneshire	Rehabilitation
2	2018	Woodhollow	Stoneshire	Cul-De-Sac	Rehabilitation
2	2018	Belgium	At And T Center Pkwy	Dead End	Sealant
2	2018	Brussels Dr	Belgium	Gembler Ave	Sealant
2	2018	Burr Rd	Broadway	Harry Wurzbach	Sealant
2	2018	Chateau Dr	Fontaine Dr	Belgium	Sealant
2	2018	Cutting Crk	Cul-De-Sac	Asbury Station	Sealant
2	2018	Dakota St	S Mesquite St	Dead End	Sealant
2	2018	Fall Meadow	Summer Meadow	Cul-De-Sac	Sealant
2	2018	Fontaine Dr	Willowwood Blvd	Belgium	Sealant
2	2018	Garnet Caverns	Pyrite Loop	Imperial Topaz	Sealant
2	2018	Glenoak Dr	S Ww White Rd	Semlinger Rd	Sealant
2	2018	Goldsmith St	S Rio Grande	Garcia St	Sealant
2	2018	Honey Meadow	Lake Superior	Lake Victoria	Sealant
2	2018	Horizon Lake	Lake Superior	Lake Victoria	Sealant
2	2018	Jasper Holw	New Sulphur Spgs	Dead End	Sealant
2	2018	Kenmar	E Houston St	Eastwood Dr	Sealant
2	2018	Kono Rd	Belgium	Gembler Ave	Sealant
2	2018	Lake Meadow	Us Hwy 87 E Access Rd	Sinclair Rd	Sealant
2	2018	Lake Victoria	Lake Tahoe	Glacier Lake	Sealant
2	2018	Lakefront	Rigsby Ave	Foster Meadows	Sealant
2	2018	Lord Rd	Martin Luther King Dr & Stolnet	S Ww White Rd	Sealant
2	2018	Macaway Crk	Cutting Crk	Marlin Meadow	Sealant
2	2018	Marseilles	Versailles Dr	Belgium	Sealant
2	2018	Paulsun	Belgium	Gembler Rd	Sealant
2	2018	Picardie Dr	Belgium	Dead End	Sealant
2	2018	Pleasant Lake	Vista Lake	Dead End	Sealant
2	2018	Pyrite Loop	Amethyst Way	Onyx Way	Sealant
2	2018	Rosary St	S Rio Grande	Garcia St	Sealant
2	2018	Rossolis	Tuscany Dr	Belgium	Sealant
2	2018	S Rio Grande	Hedges St	Martin Luther King Dr	Sealant
2	2018	Tigers Eye Ave	Onyx Way	Dead End	Sealant
2	2018	Tuscany	Rossolis	Picardie Dr	Sealant
2	2018	Versailles Dr	Picardie Dr	Marseilles	Sealant
2	2018	Whispering Lake	Lake Tahoe	Glacier Lake	Sealant
2	2018	Woodlake Pkwy	Asbury Station	Gibbs-sprawl Rd	Sealant
3	2018	Aaron Place	Commercial Ave	Pleasanton Rd	Rehabilitation
3	2018	Astor	S Hackberry St	S Pine St	Rehabilitation
3	2018	Chesterfield	Kashmuir Place	Glamis Ave	Rehabilitation
3	2018	Clifford Ct	S Presa St	Dead End	Rehabilitation
3	2018	Cravens Ave	Dollarhide Ave	Chesterfield	Rehabilitation
3	2018	Dollarhide Ave	E Southcross Blvd	E Palfrey Ave	Rehabilitation
3	2018	E Chavaneaux	Ruidosa St	Espada Rd	Rehabilitation
3	2018	Elgin Ave	Villareal St	Hiawatha	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
3	2018	Grosvenor Blvd	Commercial Ave	IH 35 S Access Rd	Rehabilitation
3	2018	Hallie Ave	Glover	Dead End	Rehabilitation
3	2018	Kashmuir Place	Dollarhide Ave	Hiawatha & Stringfellow Dr	Rehabilitation
3	2018	Kashmuir Place	Stringfellow Dr	Cul-De-Sac	Rehabilitation
3	2018	Kellis Ave	Pennystone Ave	Dead End Or Cul De Sac	Rehabilitation
3	2018	Mc Dougal Ave	Dollarhide Ave	Chesterfield	Rehabilitation
3	2018	Pennystone Ave	Goliad Rd	Clark Ave	Rehabilitation
3	2018	Prestwick Blvd	Dollarhide Ave	Kellis Ave	Rehabilitation
3	2018	S Presa St	Arlington Ct	Ward Ave	Rehabilitation
3	2018	Sinclair Rd	Tillie	Se Loop 410 Access Rd	Rehabilitation
3	2018	Stringfellow Dr	Kashmuir Place	Menlo Blvd	Rehabilitation
3	2018	Toudouze	Pleasanton Rd	S Flores St	Rehabilitation
3	2018	Troy Dr	Ashley Rd	Dead End	Rehabilitation
3	2018	W Harding Blvd	Pleasanton	Logwood Ave	Rehabilitation
3	2018	Winesap	Texoma Dr	Baffin	Rehabilitation
3	2018	Bremen Ave	Hiawatha	Dead End Or Cul De Sac	Sealant
3	2018	Cliff Ave	S Flores St	Drum	Sealant
3	2018	Commercial Ave	W Formosa Blvd	Sw Loop 410 Access Rd & W Chavaneaux	Sealant
3	2018	Commercial Ave	Sw Military Dr	W Formosa Blvd	Sealant
3	2018	Drum	Cliff Ave	E Gerald	Sealant
3	2018	E Bonner Ave	Quintard St	Roosevelt Ave	Sealant
3	2018	E Gerald	Drum	S Flores St	Sealant
3	2018	E Highland Blvd	Aberdeen Place	S Hackberry Blvd	Sealant
3	2018	E Mitchell St	W Mitchell St	Mission Rd	Sealant
3	2018	E Southcross Blvd	Quintard St	Roosevelt Ave	Sealant
3	2018	E Southcross Blvd	Pecan Grove Blvd	S Ww White Rd	Sealant
3	2018	Estancia St	Roosevelt Ave	Renova St	Sealant
3	2018	Flagg	Cliff Ave	E Gerald	Sealant
3	2018	Greer St	Nopal St	S Gevers St	Sealant
3	2018	Hallie Ave	Greer St	Glover	Sealant
3	2018	Hiawatha	S Gevers St	Kashmuir Place & Stringfellow Dr	Sealant
3	2018	Meadowlark Ave	Hiawatha	Dead End Or Cul De Sac	Sealant
3	2018	Old Corpus Christi Rd	S Presa St	Se Military Dr	Sealant
3	2018	Pleasanton Rd	Se Loop 410 Access Rd	Mauermann Rd	Sealant
3	2018	Renova St	E Chavaneaux	Sava St	Sealant
3	2018	Riverside Dr	E Southcross Blvd	Hot Wells & S Presa St	Sealant
3	2018	S Flores St	March Ave	E Amber	Sealant
3	2018	S Gevers St	Hiawatha	Hiawatha	Sealant
3	2018	San Casimiro St	Roosevelt Ave	Ruidosa St	Sealant
3	2018	Sanco St	Roosevelt Ave	Ruidosa St	Sealant
3	2018	Santa Rita St	Roosevelt Ave	Ruidosa St	Sealant
3	2018	Sava St	Roosevelt Ave	Ruidosa St	Sealant
3	2018	Skyridge Ave	Hiawatha	Dollarhide Ave	Sealant
3	2018	Socorro St	Roosevelt Ave	Ruidosa St	Sealant
3	2018	W Villaret Blvd	Commercial Ave	Rockwell Blvd	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
3	2018	W Villaret Blvd	Moursund Blvd & E Villaret Blvd	Commercial Ave	Sealant
4	2018	Berry Hill	Scates Dr	Solar Dr	Rehabilitation
4	2018	Berryville	Mossy Crk	Farmsville Dr	Rehabilitation
4	2018	Bertetti Dr	Hunt Ln	Horal Dr	Rehabilitation
4	2018	Bluff Pt	Solar Dr	Mahota	Rehabilitation
4	2018	Boonsboro	Mossy Crk	Farmsville Dr	Rehabilitation
4	2018	Canoga Park	Saddlebrook Dr	Cul-De-Sac	Rehabilitation
4	2018	Cold Harbor	Wilsons Crk	Dead End Or Cul De Sac	Rehabilitation
4	2018	Farmsville Dr	Berryville	Adams Hill Dr	Rehabilitation
4	2018	Fernleaf Ave	Carmel Ave	Holder Ave	Rehabilitation
4	2018	Five Forks	Fort Donelson	Wilsons Crk	Rehabilitation
4	2018	Fort Donelson	Five Forks	Adams Hill Dr	Rehabilitation
4	2018	Fort Henry	Five Forks	Cul-De-Sac	Rehabilitation
4	2018	Fort Sumter	Adams Hill Dr	Cul-De-Sac	Rehabilitation
4	2018	Gaines Mill	Adams Hill Dr	Dead End Or Cul De Sac	Rehabilitation
4	2018	Haven Valley	Apple Valley Dr	Dead End	Rehabilitation
4	2018	Hidden Valley Dr	Sun Valley	Ray Ellison Blvd	Rehabilitation
4	2018	Indian Valley	Spur Valley	Dead End	Rehabilitation
4	2018	Lake Valley Dr	Sw Loop 410 Access Rd	Ray Ellison Blvd	Rehabilitation
4	2018	Mahota	Hunt Ln	Horal Dr	Rehabilitation
4	2018	Mobile Bay	Wilsons Crk	Dead End Or Cul De Sac	Rehabilitation
4	2018	Mossy Crk	Five Forks	Adams Hill Dr	Rehabilitation
4	2018	Mountain Valley	Sun Valley	Ray Ellison Blvd	Rehabilitation
4	2018	Nashville	Fort Donelson	Cul-De-Sac	Rehabilitation
4	2018	Parmly	Carmel Ave	Holder Ave	Rehabilitation
4	2018	Petersburg	Adams Hill Dr	Cul-De-Sac	Rehabilitation
4	2018	Rayburn Dr	Barlite Blvd	Mallard St	Rehabilitation
4	2018	San Lucas	Adams Hill Dr	Cul-De-Sac	Rehabilitation
4	2018	Solar Dr	Hunt Ln	Horal Dr	Rehabilitation
4	2018	Stones River	Fort Donelson	Cul-De-Sac	Rehabilitation
4	2018	Tarasco	Zabra Dr	Barbuda	Rehabilitation
4	2018	Tomar Dr	Jamaica Dr	Cable Dr	Rehabilitation
4	2018	Westpond Dr	Flint Valley	Sw Loop 410 Access Rd	Rehabilitation
4	2018	Woollcott	Rousseau	Cul-De-Sac	Rehabilitation
4	2018	Zabra Dr	Sw Loop 410 Access Rd	Tomar Dr	Rehabilitation
4	2018	Adalone Cove Dr	Catalina Bay Dr	Cul-De-Sac	Sealant
4	2018	Adams Hill Dr	Horal Dr	Cul-De-Sac	Sealant
4	2018	Applewhite Rd	State Hwy 16 S Access Rd	Walsh Rd	Sealant
4	2018	Barlite Blvd	Navajo St	Ih 35 S Access Rd	Sealant
4	2018	Birch Valley Dr	Apple Valley Dr	Palm Valley Dr	Sealant
4	2018	Black Bass	Hunters Pond	Cul-De-Sac	Sealant
4	2018	Bobcat Ln	Barlite Blvd	Sioux St & Palo Alto Rd	Sealant
4	2018	Briggs Ave	Barlite Blvd	Somerset Rd	Sealant
4	2018	Cascade Pkwy	Barlite Blvd	Yarrow Blvd	Sealant
4	2018	Catfish Holw	Black Bass	Cul-De-Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
4	2018	Clear Ct	Flint Valley	Adams Hill Dr	Sealant
4	2018	Copa Cv	Adalone Cove Dr	Cul-De-Sac	Sealant
4	2018	Cougar Country	Cub Haven	Cul-De-Sac	Sealant
4	2018	Duck Landing	Black Bass	Cul-De-Sac	Sealant
4	2018	Hawaiian Cv	Catalina Bay Dr	Cul-De-Sac	Sealant
4	2018	Hollow Cir	Adams Hill Dr	Cul-De-Sac	Sealant
4	2018	Horal Dr	Marbach Rd	Adams Hill Dr	Sealant
4	2018	Kindred St	Bobcat Ln	Navajo St	Sealant
4	2018	Leopard Holw	Lynx Range	Tiger Grove	Sealant
4	2018	Lynx Mountain	Cougar Gap	Lion Hunt	Sealant
4	2018	Misty Holw	Barlite Blvd	Cul-De-Sac	Sealant
4	2018	Mossy Rdg	Adams Hill Dr	Cul-De-Sac	Sealant
4	2018	Navajo St	Palo Alto Rd	Ih 35 S Access Rd	Sealant
4	2018	Peabody Ave	Somerset Rd	Quintana Rd	Sealant
4	2018	Possum Trl	Black bass	Cul-De-Sac	Sealant
4	2018	S Zarzamora	Sw Loop 410 Access Rd	Applewhite Rd	Sealant
4	2018	Scates Dr	Berry Hill	Hunt Ln	Sealant
4	2018	Scotty Dr	Berry Hill	Hunt Ln	Sealant
4	2018	Sleepy Glade	Barlite Blvd	Cul-De-Sac	Sealant
4	2018	Somerset Rd	Price	Mccauley Ave	Sealant
4	2018	Somerset Rd	Fenfield Ave	W Mayfield	Sealant
4	2018	Somerset Rd	W Mayfield	Sw Military Dr	Sealant
4	2018	Teal Ave	Sw Loop 410 Access Rd	Dead End	Sealant
4	2018	Walsh Rd	S Zarzamora	Applewhite Rd	Sealant
4	2018	Wood Ranch	Adams Hill Dr	Cul-De-Sac	Sealant
5	2018	Bernardo Eureste	Obregon	Madero St	Rehabilitation
5	2018	Burbank	Cassiano St	Zavalla St	Rehabilitation
5	2018	Colima St	S Hamilton Ave	Nueva Leon St	Rehabilitation
5	2018	Dart	Finton	Floyd	Rehabilitation
5	2018	Del Valle Alley	S Calaveras	S Chupaderas	Rehabilitation
5	2018	Forrest Ave	Halstead	Nogalitos St	Rehabilitation
5	2018	Furnish	Nogalitos St	Ih 35 S Access Rd	Rehabilitation
5	2018	Guadalupe St	S Zarzamora	S San Marcos	Rehabilitation
5	2018	Hale	Oriental Ave	Dead End	Rehabilitation
5	2018	Huron St	Flanders Ave	Vickers Ave	Rehabilitation
5	2018	Lone Star Blvd	S Flores Rd	Ellis Bean	Rehabilitation
5	2018	Mock	Finton	Floyd	Rehabilitation
5	2018	Montezuma	Sw 18th St	Sw 19th St	Rehabilitation
5	2018	Nw 19th St	W Poplar St	Ruiz St	Rehabilitation
5	2018	Nw 22nd St	W Commerce St & Buena Vista St	W Martin St	Rehabilitation
5	2018	Powell	Nogalitos St	Hale	Rehabilitation
5	2018	Ralph Ave	Furnish	Nogalitos St	Rehabilitation
5	2018	Ruiz St	Nw 21st St	N General Mcmullen	Rehabilitation
5	2018	S Nueces	Buena Vista St	N Nueces & W Commerce St	Rehabilitation
5	2018	S San Marcos	Furnish	Ih 35 S Access Rd	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
5	2018	S Zarzamora	W Winnipeg Ave	Culberson Ave	Rehabilitation
5	2018	San Patricio	Nueva Leon St	S Hamilton Ave	Rehabilitation
5	2018	Santiago St	Canario St	S Hamilton Ave	Rehabilitation
5	2018	Southolme	IH 35 S Access Rd	S Brazos St	Rehabilitation
5	2018	Stonewall Ave	S Zarzamora	Huron St	Rehabilitation
5	2018	Sw 19th St	Buena Vista St	Hazel St	Rehabilitation
5	2018	W Salinas	Nw 26th St	Dead End Or Cul De Sac	Rehabilitation
5	2018	Yantis	Menefee Blvd	Dead End	Rehabilitation
5	2018	Barrett Place	S Zarzamora	De Soto St	Sealant
5	2018	Barrett Place	Nogalitos St	De Soto St	Sealant
5	2018	Brady Blvd	Frio City Rd	S Zarzamora	Sealant
5	2018	Calles St	Bernardo Eureste	S Cibolo St	Sealant
5	2018	Canario St	Santiago St	Chihuahua St	Sealant
5	2018	Chihuahua St	S Zarzamora	Dead End Or Cul De Sac	Sealant
5	2018	Colima St	Sw 18th St	Sw 19th St	Sealant
5	2018	Cupples Rd	Ceralvo St	Brady Blvd	Sealant
5	2018	Flanders Ave	Buffalo St	Somerset Rd & S Zarzamora	Sealant
5	2018	Furnish	Ih 35 S Access Rd	S San Marcos	Sealant
5	2018	Garland St	Kirk Place	Cavalier Ave	Sealant
5	2018	Gaynor St	Kirk Place	Cavalier Ave	Sealant
5	2018	Inez Ave	NW 34Th St	Dead End	Sealant
5	2018	Kirk Place	Sw 21st St	Cupples Rd	Sealant
5	2018	Kirk Place	Nogalitos St	Dead End	Sealant
5	2018	Marian St	Kirk Place	W Theo Ave	Sealant
5	2018	Mission Rd	Mission Rd	E Edmonds Ave	Sealant
5	2018	N Leona St	W Martin St	Perez	Sealant
5	2018	Nancy Place	S Brazos St	Dead End Or Cul De Sac	Sealant
5	2018	Nw 20th St	Sw 20th St & W Commerce St	Morales	Sealant
5	2018	Nw 21st St	Sw 21st St & W Commerce St	Morales	Sealant
5	2018	Nw 23rd St	W Commerce St	W Martin St	Sealant
5	2018	Nw 26th St	Nw 26th St	Ruiz St	Sealant
5	2018	Nw 34th St	Fortuna St	Mayberry Ave	Sealant
5	2018	Perez	N Frio & N Medina	N Leona St	Sealant
5	2018	S Alazan	Buena Vista St	W Commerce St & Cesar Chavez Way	Sealant
5	2018	S Brazos St	Ray Ave	Cumberland Blvd	Sealant
5	2018	S Brazos St	Vera Cruz St	Tampico St	Sealant
5	2018	S Brazos St	Tampico St	S Laredo St	Sealant
5	2018	S Hamilton Ave	W Commerce St & N Hamilton Ave	El Paso St	Sealant
5	2018	S Minter	Guadalupe St	Chihuahua St	Sealant
5	2018	S Picoso	Colima St	Santiago St	Sealant
5	2018	S San Marcos	Saltillo St	Furnish	Sealant
5	2018	San Fernando St	S Elmendorf	S Hamilton Ave	Sealant
5	2018	San Patricio	S Zarzamora	Colima St & Montezuma	Sealant
5	2018	San Patricio	S Hamilton Ave	Sw 19th St	Sealant
5	2018	Santiago St	S Zarzamora	Dead End Or Cul De Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
5	2018	Sierra St	Mary St	Mary St	Sealant
5	2018	Sofia	S Elmendorf	San Fernando St	Sealant
5	2018	Somerset Rd	W Gerald	Fenfield Ave	Sealant
5	2018	Somerset Rd	Somerset Rd	W Gerald	Sealant
5	2018	Sw 18th St	Colima St	Chihuahua St	Sealant
5	2018	Sw 20th St	Nw 20th St & W Commerce St	Buena Vista St & Shore	Sealant
5	2018	Taft Blvd	Nogalitos St	Phyllis St	Sealant
5	2018	Thompson Place	Nogalitos St	S Zarzamora St	Sealant
5	2018	Venus	Thompson Place	Jupiter	Sealant
5	2018	Vera Cruz St	S Hamilton Ave	S Minter	Sealant
5	2018	W Commerce St	N Comal St & S Comal St	N Colorado St & S Colorado St	Sealant
5	2018	W Martin St	N Colorado St	N Brazos St	Sealant
5	2018	W Martin St	N Pecos La Trinidad & Ih 35 N Access Rd	N Colorado St	Sealant
5	2018	W Mitchell St	E Mitchell St	S Flores St	Sealant
5	2018	W Poplar St	Nw 19th St	Nw 24th St	Sealant
5	2018	W Salinas	Nw 19th St	Dead End Or Cul De Sac	Sealant
5	2018	W Whittier St	S Presa St	Roosevelt Ave	Sealant
5	2018	W Winnipeg Ave	S Zarzamora	Nogalitos St	Sealant
6	2018	Airpark Dr	S Acme Rd	Dead End	Rehabilitation
6	2018	Akron	Sw 34th St	Brenner Ave	Rehabilitation
6	2018	Cable Ranch Rd	Waters Edge Dr	Marbach Rd	Rehabilitation
6	2018	Capehart	W Commerce St	Dead End	Rehabilitation
6	2018	Charter Pt	Bowens Crossing	Clays Pt	Rehabilitation
6	2018	Clearcrest	Stonehouse	Timbercreek Dr	Rehabilitation
6	2018	Congo Ln	S Callaghan Rd	Herbert Ln	Rehabilitation
6	2018	Dabney Ln	S Callaghan Rd	Herbert Ln	Rehabilitation
6	2018	Fieldgate	Clearcrest	Palmgrove	Rehabilitation
6	2018	Galespoint	Fairpoint	Cul-De-Sac	Rehabilitation
6	2018	Grace Pt	Bowens Crossing	Cul-De-Sac	Rehabilitation
6	2018	Irma Ave	Sw 42nd St	Cul-De-Sac	Rehabilitation
6	2018	Jerome Rd	Old Us Hwy 90 W	Gena Rd	Rehabilitation
6	2018	Jesse St	Sw 36th St	Dead End	Rehabilitation
6	2018	Jose Ln	S Callaghan Rd	Herbert Ln	Rehabilitation
6	2018	Joslyn Ln	S Callaghan Rd	Herbert Ln	Rehabilitation
6	2018	Justo Ln	S Callaghan Rd	Herbert Ln	Rehabilitation
6	2018	Lakeside Pkwy	Cable Ranch Rd	Sw Loop 410 Access Rd	Rehabilitation
6	2018	Magnes Ln	S Callaghan Rd	Herbert Ln	Rehabilitation
6	2018	Marwhite	Old Us Hwy 90 W	Magnes Ln	Rehabilitation
6	2018	Mg Rd	Micron	Cul-De-Sac	Rehabilitation
6	2018	Monterey St	Sw 36th St	Nw 34th St	Rehabilitation
6	2018	Stedwick Dr	Greenbelt Dr	Potranco	Rehabilitation
6	2018	Sw 35th St	Montery	Cul-De-Sac	Rehabilitation
6	2018	SW 41st St	Old Us Hwy 90 W	Ardmore St	Rehabilitation
6	2018	Timberwilde Dr	Timber Trace	Grissom Rd	Rehabilitation
6	2018	Tres Caminos	Hermosa	Via Mirada	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
6	2018	Zulema	Sw 42nd St	Cul-De-Sac	Rehabilitation
6	2018	Zupan Ln	S Callaghan Rd	Herbert Ln	Rehabilitation
6	2018	Adhinger	Hunt Ln	Ingram Rd	Sealant
6	2018	Avocet	Snow Goose	Waters Edge Dr	Sealant
6	2018	Canadian Goose	Adhinger	Canvas Back	Sealant
6	2018	Canvas Back	Avocet	Canadian Goose	Sealant
6	2018	Cormorant	Adhinger	Golden Eye	Sealant
6	2018	Egret Ct	Canadian Goose	Cul-De-Sac	Sealant
6	2018	Enid St	S Acme Rd	Luxemburg	Sealant
6	2018	Golden Eye	Cormorant	Avocet	Sealant
6	2018	Limpkin Ct	Canadian Goose	Cul-De-Sac	Sealant
6	2018	Loon Ct	Red Head	Scaup Ct	Sealant
6	2018	Luxemburg	Enid St	Pharis St	Sealant
6	2018	Monterey St	Nw 34th St	S San Joaquin	Sealant
6	2018	Oklahoma St	Sw 40th St	S Acme Rd	Sealant
6	2018	Old Us Hwy 90 W	S San Joaquin	S San Joaquin	Sealant
6	2018	Pharis St	S Acme Rd	Luxemburg	Sealant
6	2018	Red Head	Golden Eye	Loon Ct	Sealant
6	2018	S Callaghan Rd	W Commerce St & Callaghan Rd	Castroville Rd & Us Hwy 90 W Access Rd	Sealant
6	2018	Sanderling	Lakeside Dr	Snow Goose	Sealant
6	2018	Scarlet Ibis	Adhinger	Snow Goose	Sealant
6	2018	Scaup Ct	Golden Eye	Loon Ct	Sealant
6	2018	Seascape Dr	W Military Dr	Potranco Rd	Sealant
6	2018	Snow Goose	Cormorant	Cable Ranch Rd	Sealant
6	2018	Spear St	Sw 34th St	S San Joaquin	Sealant
6	2018	Spoonbill Ct	Canadian Goose	Cul-De-Sac	Sealant
6	2018	Sw 41st St	Ardmore St	Castroville Rd	Sealant
6	2018	W Commerce St	N San Gabriel & Old Us Hwy 90 W	W Commerce St	Sealant
6	2018	W Commerce St	W Commerce St	Parham	Sealant
6	2018	W Commerce St	Parham	Money Ln	Sealant
6	2018	W Durango Blvd	Sw 34th St	S San Joaquin	Sealant
6	2018	Widgeon Ct	Canadian Goose	Cul-De-Sac	Sealant
6	2018	Wiseman Blvd	State Hwy 151 Access Rd	W Loop 1604 N	Sealant
7	2018	Addersly Dr	W Loop 1604 N Access Rd	Fall Harvest	Rehabilitation
7	2018	Baird Ave	Maiden Ln	Dead End	Rehabilitation
7	2018	Bangor St	Maiden Ln	NW 36th St	Rehabilitation
7	2018	Brandywine Ave	Maiden Ln	Nw 36th St	Rehabilitation
7	2018	Centerview	Callaghan Ave	Babcock Rd	Rehabilitation
7	2018	Chedder Dr	Babcock Rd	Baywater Dr	Rehabilitation
7	2018	Club Dr	Fredericksburg Rd & W Hildebrand Ave	Shearer Blvd	Rehabilitation
7	2018	Emory	W Mistletoe	W Woodlawn	Rehabilitation
7	2018	John Page Dr	St Cloud	Donaldson Ave	Rehabilitation
7	2018	Overhill	Maiden Ln	W Broadview	Rehabilitation
7	2018	Pertshire	New London	Cheswick	Rehabilitation
7	2018	Silvercrest Dr	Callaghan Ave	Woodside Dr	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
7	2018	Tezel Rd	Braun Rd	Guilbeau Rd	Rehabilitation
7	2018	W Horseshoe Bend	Callaghan Ave	Oak Knoll Dr	Rehabilitation
7	2018	Willowbrook Dr	Hillcrest Dr	E Broadview & Horizon Dr	Rehabilitation
7	2018	Wurzbach Rd	Merkens	Babcock Rd	Rehabilitation
7	2018	Wurzbach Rd	Cairo	Newcome Dr	Rehabilitation
7	2018	Wurzbach Rd	Alan Hale Dr	Merkens	Rehabilitation
7	2018	Ambling	Timberhill Dr	Cul-De-Sac	Sealant
7	2018	Ambling	Timberhill Dr	Cul-De-Sac	Sealant
7	2018	Beowulf	Havelock	Cul-De-Sac	Sealant
7	2018	Burwell	Wickersham	Cul-De-Sac	Sealant
7	2018	Callaghan Rd	W Commerce St & S Callaghan Rd	Culebra Rd	Sealant
7	2018	Chesham	Cul-De-Sac	Cul-De-Sac	Sealant
7	2018	Coral Spgs	Low Bid Ln & Heath Circle Dr	Mainland	Sealant
7	2018	Culebra Rd	N General Mcmullen	Nw 36th St & Admiral Dr	Sealant
7	2018	Culebra Rd	Culebra Rd	Nw 36th St	Sealant
7	2018	E Piedras Dr	Nw Loop 410 Access Rd	S Piedras Dr	Sealant
7	2018	E Piedras Dr	Nw Loop 410 Access Rd	S Piedras Dr	Sealant
7	2018	Glencrest	Nw Loop 410 Access Rd	Oakridge	Sealant
7	2018	Haversham	Cul-De-Sac	Cul-De-Sac	Sealant
7	2018	Hoke	Wickersham	Cul-De-Sac	Sealant
7	2018	Kingsway	Cul-De-Sac	Cul-De-Sac	Sealant
7	2018	Lavenham	Queen Hts	Romney	Sealant
7	2018	Maiden Ln	Overhill	Havana	Sealant
7	2018	Merkens	Wurzbach Rd	Desilu Dr	Sealant
7	2018	Oakridge	Sylvanoaks	Woodlake Dr	Sealant
7	2018	Oxted	Tezel Rd	Cul-De-Sac	Sealant
7	2018	Quail Wilde	Low Bid Ln	Quail Sun	Sealant
7	2018	Romney	Lavenham	Cul-De-Sac	Sealant
7	2018	S Piedras Dr	W Piedras Dr	E Piedras Dr	Sealant
7	2018	S Piedras Dr	W Piedras Dr	E Piedras Dr	Sealant
7	2018	Silent Cloud	Silent Stream	Oak Island Dr	Sealant
7	2018	Slayden Dr	E Sunshine	Ridgeline	Sealant
7	2018	Timberhill Dr	Pipe Spring Dr	Foxwood	Sealant
7	2018	Upton	Cul-De-Sac	Cul-De-Sac	Sealant
7	2018	W Piedras Dr	Nw Loop 410 Access Rd	S Piedras Dr	Sealant
7	2018	W Piedras Dr	Nw Loop 410 Access Rd	S Piedras Dr	Sealant
7	2018	Waverly	Bandera Rd	Tulane	Sealant
7	2018	Wickersham	Old Tezel Rd	Tezel Rd	Sealant
7	2018	Wickheather	Wickersham	Cul-De-Sac	Sealant
7	2018	Woodcock	Centerview	S Piedras Dr	Sealant
7	2018	Woodheather	Wickersham	Cul-De-Sac	Sealant
8	2018	Beckwith Blvd	Ih 10 W Access Rd	Vance Jackson	Rehabilitation
8	2018	George Rd	Hunters Bow	Nw Military Hwy	Rehabilitation
8	2018	George Rd	NW Military Hwy	Cedar Canyon	Rehabilitation
8	2018	Grey Fox Terrace	Green Glen Dr	Cotton Tail Ln	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
8	2018	Lockhill-selma Rd	De Zavala Rd	Huebner Rd	Rehabilitation
8	2018	Melissa Ann	Babcock Rd	Dead End	Rehabilitation
8	2018	Midhorizon Dr	IH 10 W Access Rd	Cul-De-Sac	Rehabilitation
8	2018	Oak Grove Dr	Green Glen Dr	Wild Eagle Rd	Rehabilitation
8	2018	Old Manse	Spotswood	Cul-De-Sac	Rehabilitation
8	2018	Purple Sage Rd	Green Glen Dr	Hummingbird Hill	Rehabilitation
8	2018	Red Robin Rd	N Loop 1604 W Access Rd	Dead End Or Cul De Sac	Rehabilitation
8	2018	Rogers Pkwy	Lockhill-selma Rd	Huebner Rd	Rehabilitation
8	2018	Shady Hollow Ln	White Fawn Dr	Little Wren Ln	Rehabilitation
8	2018	Sharpsburg	Spotswood	Ramsgate	Rehabilitation
8	2018	Shavano Walk	Shavano Peak	Cul-De-Sac	Rehabilitation
8	2018	Spectrum One	IH 10 W Access Rd	Spectrum One	Rehabilitation
8	2018	Spring Arbor Dr	Spring Branch Dr	Spring Well Dr	Rehabilitation
8	2018	Spring Branch Dr	Spring Shadow Dr	Cul-De-Sac	Rehabilitation
8	2018	Spring Well Dr	Spring Branch Dr	Cul-De-Sac	Rehabilitation
8	2018	Stockbridge Ln	Cul-De-Sac	Dead End	Rehabilitation
8	2018	Texas Elm	Lockhill-selma Rd	Huebner Rd	Rehabilitation
8	2018	Wood Pt	Wilderness Wood	George Rd	Rehabilitation
8	2018	Arbor Spring Dr	Country Spg	Ocean Spg	Sealant
8	2018	Callaghan Rd	Babcock Rd	Fredericksburg Rd	Sealant
8	2018	Castle Bend Dr	Lockhill-selma Rd	Hunters Bow	Sealant
8	2018	Castle George	Hunters Bow	Castle Crest	Sealant
8	2018	Country Spg	Enchanted Spring Dr	Maple Spg	Sealant
8	2018	Enchanted Spring Dr	Country Spg	Ocean Spg	Sealant
8	2018	Hickory Spgs	Spring Rdg	Spring Rain Dr	Sealant
8	2018	Hunters Arrow	Hunters Wind	Cul-De-Sac	Sealant
8	2018	Hunters Bay	Hunters Breeze	Cul-De-Sac	Sealant
8	2018	Hunters Bow	Hunters Cir	George Rd	Sealant
8	2018	Hunters Breeze	Hunters Pier	Hunters Cir	Sealant
8	2018	Hunters Cir	Lockhill-selma Rd	Hunters Rdg	Sealant
8	2018	Hunters Cir	Hunters Rdg	N Hunters Cir & Hunters Meadow	Sealant
8	2018	Hunters Cliff	Hunters Breeze	Hunters Pier	Sealant
8	2018	Hunters Dawn	Hunters Sound	Cul-De-Sac	Sealant
8	2018	Hunters Dew	N Hunters Cir	Hunters Rdg	Sealant
8	2018	Hunters Dove	Hunters Breeze	Cul-De-Sac	Sealant
8	2018	Hunters Dream	Hunters Breeze	Cul-De-Sac	Sealant
8	2018	Hunters Dusk	Hunters Ledge	Cul-De-Sac	Sealant
8	2018	Hunters Fern	Hunters Run	Cul-De-Sac	Sealant
8	2018	Hunters Fox	Hunters Run	Hunters Stand	Sealant
8	2018	Hunters Gate	N Hunters Cir	Hunters Rdg	Sealant
8	2018	Hunters Glade	N Hunters Cir	Hunters Valley	Sealant
8	2018	Hunters Holw	N Hunters Cir	Cul-De-Sac	Sealant
8	2018	Hunters Lark	Hunters Trl	Hunters Pier	Sealant
8	2018	Hunters Ledge	Hunters Breeze	Hunters Run	Sealant
8	2018	Hunters Meadow	Hunters Spg	Cul-De-Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
8	2018	Hunters Pier	Hunters Lark	Hunters Breeze	Sealant
8	2018	Hunters Rdg	Hunters Cir	Cul-De-Sac	Sealant
8	2018	Hunters Run	Hunters Breeze	Hunters Ledge	Sealant
8	2018	Hunters Sound	Hunters Spg	Hunters Meadow	Sealant
8	2018	Hunters Sound	Hunters Spg	Hunters Meadow	Sealant
8	2018	Hunters Spg	Hunters Sound	Hunters Meadow	Sealant
8	2018	Hunters Stand	Hunters Fox	Hunters Breeze	Sealant
8	2018	Hunters Valley	Hunters Glade	Hunters Sound	Sealant
8	2018	Hunters Walk	Hunters Ledge	Hunters Ledge	Sealant
8	2018	Hunters Wind	Hunters Cir	Hunters Arrow	Sealant
8	2018	Maple Spg	Country Spg	Ocean Spg	Sealant
8	2018	Mountain Spring Dr	Country Spg	Spring Rain Dr	Sealant
8	2018	N Hunters Cir	Hunters Meadow	Cul-De-Sac	Sealant
8	2018	Newcome Dr	Cambray Dr	Wurzbach Rd	Sealant
8	2018	Ocean Spg	Enchanted Spring Dr	Maple Spg	Sealant
8	2018	Parkdale	Datapoint	Ih 10 W Access Rd	Sealant
8	2018	Pebble Spg	Spring Rdg	Cul-De-Sac	Sealant
8	2018	Spring Club	Spring Front Dr	Cul-De-Sac	Sealant
8	2018	Spring Crest Dr	Spring Leaf	Spring Terrace	Sealant
8	2018	Spring Dale Dr	Spring Front Dr	Cul-De-Sac	Sealant
8	2018	Spring Forest Dr	Spring Rain Dr	Spring Crest Dr	Sealant
8	2018	Spring Front Dr	Spring Rain Dr	Spring Rdg	Sealant
8	2018	Spring Leaf	Spring Crest Dr	Spring Rain Dr	Sealant
8	2018	Spring Life	Spring Front Dr	Cul-De-Sac	Sealant
8	2018	Spring Rain Dr	Babcock Rd	Spring Terrace	Sealant
8	2018	Spring Rdg	Babcock Rd	Spring Front Dr	Sealant
8	2018	Spring Song	Spring Front Dr	Cul-De-Sac	Sealant
8	2018	Spring Terrace	Spring Crest Dr	Spring Rain Dr	Sealant
8	2018	Sunset Village Dr	Sunshine Tree Dr	Spring Rain Dr	Sealant
8	2018	Sunshine Tree Dr	Sunset Village Dr	Spring Rain Dr	Sealant
9	2018	Blue Crest Ln	Jones Maltsberger Rd	Starcrest Dr	Rehabilitation
9	2018	Briarcliff Dr	Lockhill-selma Rd	Blanco Rd	Rehabilitation
9	2018	Budding Blvd	Jones Maltsberger Rd	Starcrest Dr	Rehabilitation
9	2018	Country Crk	Country rdg	Dead End	Rehabilitation
9	2018	Country Vale	Country Oaks	Cul-De-Sac	Rehabilitation
9	2018	Jones Maltsberger Rd	Alamo Heights Blvd & Devine Rd	E Basse Rd	Rehabilitation
9	2018	Jones Maltsberger Rd	Starcrest Dr	Pvt Rd & Money Tree Ln	Rehabilitation
9	2018	Mt Kisco	Lockhill-selma Rd	Blanco Rd	Rehabilitation
9	2018	Oakline Dr	Brook Holw	Oak Dew	Rehabilitation
9	2018	Redriver Dawn	Palo Crest	Redland Crk	Rehabilitation
9	2018	Redrock Pass	Redriver Trl	Cul-De-Sac	Rehabilitation
9	2018	Stonewood Dr	Bluff Manor Dr	Wood Valley	Rehabilitation
9	2018	Tamworth Dr	Lockhill-selma Rd	Blanco Rd	Rehabilitation
9	2018	W Silver Sands	West Ave	Rendezvous	Rehabilitation
9	2018	Whisper Valley	Wurzbach Rd	Cul-De-Sac	Rehabilitation

District	Fiscal Year	Street	From Street	To Street	Application Type
9	2018	Woodvine Cir	Century Oak Trl	Cul-De-Sac	Rehabilitation
9	2018	Arroyo Pass	Redrock Crk	Blanco Pass	Sealant
9	2018	Blanco Pass	Redrock Crk	Arroyo Pass	Sealant
9	2018	Broadripple	Huntwick Ln	Sinsonte	Sealant
9	2018	Buckhaven Dr	Bingham Dr	Broadripple	Sealant
9	2018	Burwick	Broadripple	Stonehaven Dr	Sealant
9	2018	Corporate Woods	Corporate Woods	Palo Crest	Sealant
9	2018	Corporate Woods	Palo Crest	Redland Trl	Sealant
9	2018	Country Crest	Country Crk	Country Ledge	Sealant
9	2018	Country Pike	Heimer Rd	Country Rdg	Sealant
9	2018	Country Trl	Bitters Rd	Country Walk	Sealant
9	2018	Dove Shadow	Sinsonite	Cul-De-Sac	Sealant
9	2018	Encino Rio	Us Hwy 281 N	E Evans Rd & Roan Blf	Sealant
9	2018	Encino Rio	Us Hwy 281 N	E Evans Rd & Roan Blf	Sealant
9	2018	Gold Canyon Rd	Redland Rd	Dead End Or Cul De Sac	Sealant
9	2018	Homeric	Northcrest Dr	Lockhill-selma Rd	Sealant
9	2018	Mid Circle Dr	Mid Hollow Dr	Cul-De-Sac	Sealant
9	2018	Mid Hollow Dr	Vance Jackson	Love Shadow	Sealant
9	2018	Mid Walk Dr	Mid Hollow Dr	Cul-De-Sac	Sealant
9	2018	Mt Eden	Carolwood Dr	Mt Kisco	Sealant
9	2018	N Coker Loop	W Coker Loop	Arion Pkwy	Sealant
9	2018	Oak Bend	Oak Cave	Oak Ranch	Sealant
9	2018	Oak Bridge	Oak Ranch	Encino Rio	Sealant
9	2018	Oak Cave	Oak Ranch	Cul-De-Sac North	Sealant
9	2018	Oak Peak	Oak Cave	Oak Bend	Sealant
9	2018	Oak Ranch	Oak Cave	Oak Bend	Sealant
9	2018	Old Blanco Rd	Voelcker	Blanco Rd	Sealant
9	2018	Palo Crest	Redriver Dawn	Corporate Woods	Sealant
9	2018	Paloma Pass	Paloma Wood	Dead End Or Cul De Sac	Sealant
9	2018	Paloma Wood	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
9	2018	Redland Crk	Redriver Song	Redriver Dawn	Sealant
9	2018	Redland Trl	Corporate Woods	Redriver Pass	Sealant
9	2018	Redriver Creek Dr	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
9	2018	Redriver Dawn	Palo Crest	Redriver Song	Sealant
9	2018	Redriver Hill	Redriver Song	Redriver Dawn	Sealant
9	2018	Redriver Pass	Gold Canyon Rd	Dead End Or Cul De Sac	Sealant
9	2018	Redriver Sky	Verde Trl	Dead End Or Cul De Sac	Sealant
9	2018	Redriver Song	Verde Trl	Redland Crk	Sealant
9	2018	Redriver Song	Redland Crk	Dead End Or Cul De Sac	Sealant
9	2018	Redriver Trl	Redrock Crk	Dead End Or Cul De Sac	Sealant
9	2018	Redrock Crk	Arroyo Pass	Dead End Or Cul De Sac	Sealant
9	2018	Redrock Pass	Redriver Trl	Dead End Or Cul De Sac	Sealant
9	2018	Redrock Trl	Redriver Pass	Dead End Or Cul De Sac	Sealant
9	2018	Redsky Hill	Redriver Pass	Dead End Or Cul De Sac	Sealant
9	2018	Redsky Pass	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
9	2018	Redsky Trl	Redriver Pass	Dead End Or Cul De Sac	Sealant
9	2018	Sinsonte	Vance Jackson	Stonehaven Dr	Sealant
9	2018	Sinsonte Haven	Sinsonite	Cul-De-Sac	Sealant
9	2018	Verde Trl	Redriver Sky	Redriver Song	Sealant
9	2018	W Coker Loop	Arion Pkwy	Wurzbach Pkwy	Sealant
9	2018	Wood Valley	Interpark Blvd & West Ave	W Bitters Rd	Sealant
10	2018	Bell Dr	Uhr Ln	Stahl Rd	Rehabilitation
10	2018	Chestnut View Dr	Judson Rd	Vista Blf	Rehabilitation
10	2018	Clearwood	Evanswood Dr	Fountainwood Dr	Rehabilitation
10	2018	Clovelly Wood	Green Top Dr	Dead End	Rehabilitation
10	2018	Cradlewood	Creekwood Dr	Mission Bend Dr	Rehabilitation
10	2018	Flair Wood Dr	Fountainwood Dr	Cul-De-Sac	Rehabilitation
10	2018	Henderson Pass	Canyon Ledge	Thousand Oaks	Rehabilitation
10	2018	Iota Dr	Nacogdoches Rd	Dead End	Rehabilitation
10	2018	Ivy Green	Vista Glen	Maple Vista	Rehabilitation
10	2018	Knollglade	Knollshire	Knollstream	Rehabilitation
10	2018	Knollstream	Knollmeadow	Knollcliff	Rehabilitation
10	2018	Las Cruces	Capotillo	El Sendero	Rehabilitation
10	2018	Maple Vista	Ivy Green	Cul De Sac	Rehabilitation
10	2018	Mission Bend Dr	Flair Wood Dr	Cradlewood	Rehabilitation
10	2018	Mission Mill Dr	Flair Wood Dr	Cul-De-Sac	Rehabilitation
10	2018	Stoney Mist	Stoney Summit	Cul-De-Sac	Rehabilitation
10	2018	Tesoro Dr	Ne Loop 410 Access Rd	Broadway	Rehabilitation
10	2018	Vista Blf	Chestnut View Dr	Royal Vista Dr	Rehabilitation
10	2018	Vista Briar	Vista Glen	Cul De Sac	Rehabilitation
10	2018	Vista Crk	Vista Oaks	Cul De Sac	Rehabilitation
10	2018	Vista Ct	Vista Forest	Vista Blf	Rehabilitation
10	2018	Vista Forest	Vista Ct	Mountain Vista Dr	Rehabilitation
10	2018	Vista Glen	Ivy Green	Cul De Sac	Rehabilitation
10	2018	Vista Oaks	Vista Run	Maple Vista	Rehabilitation
10	2018	Vista Run	Vista Village	Cul De Sac	Rehabilitation
10	2018	Vista Trl	Vista Oaks	Dead End Or Cul De Sac	Rehabilitation
10	2018	Vista Village	Vista Run	Cul-De-Sac	Rehabilitation
10	2018	Arroyo Oak	Encanto Pass	Pecan Gap	Sealant
10	2018	Ashbury Lodge	Argyle Pass	Cul-De-Sac	Sealant
10	2018	Carbine Rd	Fancy Saddle	Old Stable Rd	Sealant
10	2018	Clear Lake Dr	Scarsdale	Uhr Ln	Sealant
10	2018	Creekwood Dr	Cradlewood	Dreamwood Dr	Sealant
10	2018	Driftwood Pass	Pecan Gap	Dead End Or Cul De Sac	Sealant
10	2018	Dublin Sq	Stahl Rd	Stahl Rd	Sealant
10	2018	Durwood Dr	Clearwood	Dead End Or Cul De Sac	Sealant
10	2018	Echo Vista Dr	Mountain Vista Dr	Dead End Or Cul De Sac	Sealant
10	2018	Encanto Pass	Pecan Gap	Arroyo Oak	Sealant
10	2018	Fairway Crest	Fairway Glen	Bell Dr	Sealant
10	2018	Fairway Ct	Fairway Hedge	Dead End Or Cul De Sac	Sealant

District	Fiscal Year	Street	From Street	To Street	Application Type
10	2018	Fairway Glen	Fairway Hedge	Fairway Crest	Sealant
10	2018	Fairway Hedge	Fairway Oaks	Bell Dr	Sealant
10	2018	Fairway Hill	Stahl Rd	Dead End Or Cul De Sac	Sealant
10	2018	Fairway Oaks	Winding Hill	Stahl Rd	Sealant
10	2018	Fairway Peak	Bell Dr	Dead End Or Cul De Sac	Sealant
10	2018	Gaywood	Bell Dr	Dead End Or Cul De Sac	Sealant
10	2018	Higbee Mill	Union Cavern	Cortland Rdg	Sealant
10	2018	Irongate Rail	Cortland Rdg	Basin Oak	Sealant
10	2018	Judson Rd	N Loop 1604 E Access Rd	Nacogdoches Rd	Sealant
10	2018	Le Blanc	Rowe Dr	Dead End Or Cul De Sac	Sealant
10	2018	Mountain Vista Dr	Judson Rd	N Loop 1604 E Access Rd	Sealant
10	2018	Northern Oak	Bell Dr	Dead End Or Cul De Sac	Sealant
10	2018	Oak Wind	Bell Dr	Cul-De-Sac	Sealant
10	2018	Panther Peak	Union Cavern	Cortland Rdg	Sealant
10	2018	Pebble Cir	Cul-De-Sac	Cul-De-Sac	Sealant
10	2018	Pebble Hill	Pebble Holw	Uhr Ln	Sealant
10	2018	Pebble Holw	Bell Dr	Pebble Hill	Sealant
10	2018	Pine View Dr	Vista Briar	Dead End Or Cul De Sac	Sealant
10	2018	Randolph Blvd	Overlook Dr	O'connor Rd	Sealant
10	2018	Redland Rd	Bulverde Pt	Jones Maltsberger Rd	Sealant
10	2018	Redland Rd	Bulverde Pt	Jones Maltsberger Rd	Sealant
10	2018	Rosetti	Rowe Dr	Dead End Or Cul De Sac	Sealant
10	2018	Sackville Dr	Rowe Dr	Dead End Or Cul De Sac	Sealant
10	2018	Stahl Rd	Dublin Sq	Classen Rd & Higgins Rd & N Stahl Park	Sealant
10	2018	Strong Box	Carbine Rd	Outrider	Sealant
10	2018	Summer Susie	Prime Time	Cul-De-Sac	Sealant
10	2018	Temple Hill	Bell Dr	Hunter Hill Dr	Sealant
10	2018	Thistledown	Clear Lake Dr	Tamarron	Sealant
10	2018	Toepperwein Rd	Nacogdoches Rd	Lookout Rd	Sealant
10	2018	Uhr Ln	Thousand Oaks	Higgins Rd	Sealant
10	2018	Wild Turkey East	Wild Turkey West	Wild Turkey West	Sealant
10	2018	Wild Turkey West	Wild Turkey East	Turkey Pt	Sealant
7,8	2018	Babcock Rd	Lyceum Dr	Callaghan Rd	Rehabilitation

District	Fiscal Year	Alley In Between	From Street	To Street
1	2014	Bent Dr & Latch Dr	Bent Dr	Panda
1	2014	E Courtland Place & E Dewey Place	Paschal	Gillespie
1	2014	E Dewey Place & E Locust	Paschal	Giullespie
1	2014	Fennel & Cherry Ridge Dr	NW Loop 410 Access Rd	Panda
1	2014	Fennel & Cherry Ridge Dr	Panda	Vance Jackson
1	2014	Haby & Kinder	Milo	Beacon Ave
1	2014	Laurelwood Dr & Basse	Olympia	Rosehill Dr
1	2014	Mink Dr & Gazel Dr	Panda	Ratzel
1	2014	N Chupaderas & N Navidad	W Salinas	Central Alley
1	2014	W Hollywood Ave & W Lynwood	Howard St	McCullough Ave
1	2014	W Lynwood & W Elsmere Place	Belknap St	Howard St
1	2014	W Mistletoe & W Woodlawn	IH 10 W Access Rd	Capitol
1	2014	W Rosewood Ave & W Hollywood Ave	Belknap St	Howard St
1	2014	W Russell Place & W French Place	Michigan Ave	Grant Ave
2	2014	Dawson St & E Houston St	N Olive St	N Pine St
2	2014	Hay St & Burnet St	N Cherry	N Mesquite St
2	2014	N Hackberry St & N Olive St	Sherman St	Milan
2	2014	Sherman St & Burleson St	Muncey	N Palmetto
3	2014	Avant Ave & Bailey Ave	S Olive St	S Pine St
3	2014	E Drexel Ave & Hammond Ave	S Palmetto	St Anthony Ave
3	2014	Hammond Ave & Rigsby Ave	Piedmont Ave	S Palmetto
3	2014	Kayton Ave & E Highland Blvd	S New Braunfels Ave	Matlock
3	2014	Mc Kinley Ave & Schley Ave	S Olive St	S Pine St
3	2014	Nopal St & Matlock	Kayton Ave	E Higland Blvd
3	2014	Rigsby & Kayton Ave	Piedmont Ave	S Palmetto
3	2014	Rigsby Ave & Kayton Ave	S Palmetto	St Anthony Ave
3	2014	Rigsby Ave & Kayton Ave	St Anthony Ave	S New Braunfels Ave
3	2014	S Gevers St & Nopal St	Kayton Ave	E Higland Blvd
5	2014	Monterrey St & Saunders	S Picoso	S Hamilton Ave
5	2014	W Martin St & W Salinas	N Brazos St	Smith St
5	2014	W Martin St & W Salinas	Smith St	N Colorado St
7	2014	Alley A-10079 & Leming Dr	Kampmann	Leming Dr
7	2014	Rosemont Dr & Leming Dr	Wilson Blvd	Kampmann Blvd
7	2014	W Gramercy Place & W Kings Hwy	Morning Glory	Manor Dr
7	2014	W Kings Hwy & W Summit	N Elmendorf	N Zarzamora
7	2014	W Kings Hwy & W Summit	San Antonio Ave	N Elmendorf
7	2014	W Magnolia Ave & W Mistletoe	Kampman Blvd	Lake Blvd
7	2014	W Mulberry & W Huisache Ave	N Elmendorf	N Zarzamora
7	2014	Woodlawn & W Craig Place	N Elmendorf	N Zarzamora
10	2014	Calumet Place & Ridgehaven Place	Greenwich Blvd	Kenilworth Blvd
10	2014	Camelback Dr & Woodmen Dr	Unnamed Rd at Briarwood Dr	Scotsdale
10	2014	E Nottingham Dr & Rodiniood Place	Nacogdoches Rd	Middleton
10	2014	Irvington Dr & Denvonshire Dr	Greenwich Blvd	Kenilworth Blvd
10	2014	Oakhurst Place & Oak Park	N New Braunfels Ave	Lindenwood Dr

District	Fiscal Year	Alley In Between	From Street	To Street
1	2015	Barbara & Shannon Lee	W Skipper	E Skipper
1	2015	Cincinnati Ave & University	N Sabinas	IH 10 W Access Rd
1	2015	Cincinnati Ave & University	N Navidad	N Sabinas
1	2015	E Ashby Place & E Courtland Place	Paschal	Gillespie
1	2015	E Locust & E Myrtle	Kendall St	N St Mary's
1	2015	E Locust & E Myrtle	Gillespie	Kendall St
1	2015	E Locust & E Myrtle	McCullough Ave	Paschal
1	2015	Gazel Dr & Eland Dr	Panda	Ratzel
1	2015	McCullough Ave & Oblate	Meadowood Ln	Shadywood Ln
1	2015	Millwood Ln & Pinewood Ln	El Montan Ave	Dellwood
1	2015	Oblate & Barbara	W Skipper Dr	E Skipper Dr
1	2015	Shannon Lee & Sharon Dr	W Skipper Dr	E Skipper Dr
1	2015	Teakwood Ln & Oblate	Tanglewood	Jones Maltsberger Rd
1	2015	W Woodlawn & W Craig Place	N Flores St	Breeden St
1	2015	W Woodlawn & W Craig Place	San Pedro Ave	Belknap St
1	2015	W Hollywood Ave & W Lynwood	Belknap St	Howard St
1	2015	W Houston St & W Commerce St	N Sabinas	Nueces
1	2015	W Magnolia Ave & W Mistletoe	Ripley Ave	N Flores St
1	2015	W Martin St & W Salinas	N Cibolo St	N Sabinas
1	2015	W Martin St & W Salinas	N Calaveras	N Chupaderas
1	2015	W Martin St & W Salinas	N Sabinas	N Nueces
1	2015	W Summit & W Agarita Ave	N Flores St	Breeden St
1	2015	W Travis St & W Houston St	N Nueces	N Trinity
1	2015	Weizmann & Hillwood	Weizmann	Hillwood
2	2015	Guinevere Dr & Lancelot Dr	Alley A-11296	Ray Bon Dr
2	2015	Nolan & Dawson St	St Charles	St James
2	2015	Nolan & Dawson St	N Palmetto	St Charles
2	2015	Nolan & Dawson St	St James	St John
2	2015	Nolan & Dawson St	St John	N New Braunfels Ave
2	2015	Prince Valiant Dr & Galahad Dr	King Arthur	Alley A-11288
2	2015	Tallulah Dr & Bloomdale	Molokai	Glendora
3	2015	Flower & S Mittman St	Kayton Ave	E Higland Blvd
3	2015	IH 10 E Access Rd & E Drexel Ave	S New Braunfels Ave	Nopal St
3	2015	IH 10 E Access Rd & E Drexel Ave	S Mittman St	S Walters St
3	2015	Rigsby Ave & Kayton Ave	S Gevers St	Flower
3	2015	Rigsby Ave & Kayton Ave	S New Braunfels Ave	Matlock
3	2015	Steves Ave & Vanderbilt	Piedmont Ave	S Palmetto
3	2015	Uvalde St & Eads Ave	Roosevelt Ave	Whiting
5	2015	Buena Vista St & Monterrey St	S Rosillo	S Calaveras
5	2015	Buena Vista St & Monterrey St	S Murry	S Zarzamora
5	2015	Buena Vista St & Monterrey St	S Calaveras	S Chupaderas
5	2015	S Flores St Elsie & Golondrina Ave	W Franciscan	Fairmont
5	2015	Saunders & W Durango Blvd	S Murry St	S Zarzamora
5	2015	W travis St & W Houston St	N Ritcher St	N San Marcos

District	Fiscal Year	Alley In Between	From Street	To Street
7	2015	Donaldson Ave & Windsor	St Cloud	Morning Glory
7	2015	Mary Louise & Furr Dr	San Antonio Ave	Fredericksburg Rd
7	2015	W Gramercy Place & W Kings Hwy	N Elmendorf	N Zarzamora
7	2015	W Mistletoe & W Woodlawn	Emory	Wilson Blvd
7	2015	Waverly & Kentucky Ave	Rouse	Neff Ave
9	2015	Tammy & Serenade	Moonglow	San Pedro
1	2016	Burwood Ln & Edgebrook	Buckeye	Neer Ave
1	2016	Cherry Ridge Dr & Trudell	NW Loop 410 Access Rd	Panda
1	2016	E Huisache Ave & E Magnolia Ave	Main Ave	McCullough Ave
1	2016	Edgebrook & Weizmann	Rosehill Dr	Allena Dr
1	2016	Fulton Ave & W Gramercy Place	Dead End	Michigan Ave
1	2016	Future Dr & Adrian Dr	Panda	Vance Jackson
1	2016	Future Dr & Adrian Dr	Wonder Pkwy	Saxon
1	2016	Glencoe & Haby	Blanco Rd	Beacon Ave
1	2016	Hillwood & General Krueger Blvd	Olympia	Rosehill Dr
1	2016	Lemur Dr & Addax Dr	Panda	Dead End
1	2016	Linda Dr & S Skipper Dr	W Skipper Dr	E Skipper Dr
1	2016	Mink Dr & Gazel Dr	Dewhurst	Barbet
1	2016	Princeton & Cornell	N Colorado	Fredericksburg Rd
1	2016	Tabard Dr & Freiling Dr	Dewhurst	Barbet
1	2016	W Gramercy Place & W Kings Hwy	San Pedro Ave	Belknap St
1	2016	W Mistletoe & W Woodlawn	Grant Ave	Blanco Rd
1	2016	W Mulberry Ave & W Huisache Ave	N Zarzamora	N Calaveras
1	2016	W Rosewood Ave & W Hollywood Ave	San Pedro Ave	Belknap St
1	2016	W Salinas & W Travis St	N Trinity	N Pinto St
1	2016	W Summit & W Agarita Ave	Ripley Ave	N Flores St
2	2016	Hunters Glen & Running Crk	Quail Creek Dr	Windover
2	2016	IH 10 E Access Rd	S Walters St	Adele St
2	2016	Lancelot Dr & Merlin Dr	King Arthur	Alley A-11291
2	2016	Prince Valiant Dr & Galahad Dr	Alley A-11288	Ray Bon Dr
3	2016	Avant Ave & Bailey Ave	S Hackberry St	S Olive St
3	2016	E Drexel Ave & Hammond Ave	S Walters St	Adele St
3	2016	Naylor & S Presa St	Uvalde St	Alley A-10580
3	2016	Rigsby Ave & Kayton Ave	Flower	S Mittman St
3	2016	Vanderbilt & Greer St	Piedmont Ave	S Palmetto
5	2016	W Durango Blvd & San Luis St	S Zarzamora	S Rosillo
7	2016	Club Dr & Mary Louise	Vollum Ave	San Antonio Ave
7	2016	Quentin Dr & North Dr	Shearer Blvd	Lake Blvd
7	2016	W Gramercy Place & W Kings Hwy	San Antonio Ave	N Elemndorf
10	2016	Devonshire Dr & Brees Blvd	Greenwich Blvd	Kenilworth Blvd
10	2016	Forrest Hill & Rockhill Dr	Haskin Rd	N Vandiver Rd
1	2017	Candelight & Farwell	Elba	Alley A-10993
1	2017	Eland Dr & Latch Dr	Panda	Dead End
1	2017	Kentucky Ave & Culebra Rd	N Elmendorf	N Zarzamora

District	Fiscal Year	Alley In Between	From Street	To Street
1	2017	Lampost & Montview	Arroya Vista Dr	Northway
1	2017	Maplewood Ln & Waxwood	Waring	Mertz Dr
1	2017	W and E Lullwood Ave & W and E Rosewoo	Howard St	McCullough Ave
1	2017	W Gramercy Place & W Kings Hwy	Belknap St	Howard St
1	2017	W Gramercy Place & W Kings Hwy	Grant Ave	Blanco Rd
1	2017	W Huisache Ave & W Magnolia Ave	N Zarzamora	N Calaveras
1	2017	W Huisache Ave & W Magnolia Ave	Howard St	N Main Ave
1	2017	W Huisache Ave & W Magnolia Ave	Belknap St	Howard St
1	2017	W Huisache Ave & W Magnolia Ave	Breeden St	San Pedro Ave
1	2017	W Kings Hwy & W Summit	San Pedro Ave	Belknap St
1	2017	W Lynwood & W Elsmere Place	San Pedro Ave	Belknap St
1	2017	W Magnolia Ave & W Mistletoe	N Main St	McCullough Ave
2	2017	Army & Brahan Blvd	Broadway	Haywood Ave
2	2017	N Hackberry St & N Olive St	Milan	Alley A-11285
3	2017	E Drexel Ave & Hammond Ave	Nopal St	S Gevers St
3	2017	Greer St & Haggin St	S New Braunfels Ave	Stanfield
3	2017	IH 10 E Access Rd & E Drexel Ave	St Anthony Ave	S New Braunfels Ave
3	2017	Rigsby Ave & Kayton Ave	Adele St	Clark Ave
3	2017	Roosevelt Ave & S Presa St	Liberty	Llano
3	2017	S Walters St & Clark Ave	Kayton Ave	E Higland Blvd
3	2017	Vandelbilt & Greer St	S New Braunfels Ave	Stanfield
5	2017	W Durango Blvd & San Luis St	S Rosillo	S Calaveras
5	2017	W Salinas & English Way	Dead End	N Smith St
7	2017	Club Dr & Mary Louise	Kampmann Blvd	Shearer
7	2017	E Sunshine & Cromwell	Dickinson Dr	Wilson Blvd
7	2017	Mary Louise & Furr Dr	Lake Blvd	Vollum Ave
7	2017	Quentin Dr & North Dr	Lake Blvd	Fredericksburg Rd
7	2017	Rosemont Dr & Haverhill Dr	Dickinson Dr	Rosemont Dr
7	2017	Shadwell & Thomas Jefferson Dr	Dickinson Dr	Manor Dr
7	2017	W Gramercy Place & W Kings Hwy	Kampman Blvd	Shearer Blvd
7	2017	W Mulberry Ave & W Huisache Ave	Manor Dr	Wilson Blvd
7	2017	W Woodlawn & W Craig Place	Germania St	Emory
8	2017	Fredericksburg Rd & Midvale	Ashton Place	Callaghan Rd
9	2017	Chauncey & Briar Oak	Petal Dr	Song
10	2017	Harmon Dr & Chevy Chase Dr	Kenilworth Blvd	Chevy Chase Dr
10	2017	Larghmont Dr & Irvington Dr	Greenwich Blvd	Kenilworth Blvd
10	2017	Northridge Dr & Albin Dr	Haskin Rd	Alley A-10260
10	2017	Tophill Rd & E Nottingham Dr	Bartell Dr	Greenwich Blvd
1	2018	Dewhurst Rd & Lemur Dr	Dewhurst	Barbet
1	2018	E and W Elsmere Place & E and W Kings H	Howard	Mccullough
1	2018	E Mulberry Ave & E Huisache Ave	N Main Ave	McCullogh Ave
1	2018	Gazel Dr & Eland Dr	Dewhurst	Barbet Dr
1	2018	Harriett Dr & Rilla Vista	El Montan Ave	Mountaintop Blvd
1	2018	Hillwood & General Krueger Blvd	Allena Dr	Blossom Vw

District	Fiscal Year	Alley In Between	From Street	To Street
1	2018	W Agarita Ave & W Mulberry Ave	Belknap St	Howard St
1	2018	W Agarita Ave & W Mulberry Ave	Ripley Ave	N Flores St
1	2018	W Kings Hwy & E Summit	Belknap St	Howard St
1	2018	W Martin St & W Salinas	N Navidad	N Cibolo St
1	2018	W Summit & W Agarita Ave	San Pedro Ave	Belknap St
1	2018	Waring & McCullough Ave	Shadywood Ln	Springwood Ln
1	2018	Weizmann & Hillwood	Olympia	Alley A-10842
1	2018	Weizmann & Hillwood	Rosehill Dr	Allena Dr
2	2018	Galahad Dr & Guinevere Dr	King Arthur	Alley A-11295
3	2018	Hammond Ave & Rigsby Ave	S Olive St	S Pine St
3	2018	IH 10 E Access Rd & E Drexel Ave	S Palmetto	St Anthony Ave
3	2018	Rigsby Ave & Kayton Ave	S Walters St	Adele St
4	2018	Peterson Ave & W Ackard Place	W Ackard Place	Alley A-10554
5	2018	Arbor Place & Ruiz St	Dead End (West)	N Colorado St
5	2018	W Martin St & W Salinas	N Rosillo	N Calaveras
7	2018	Cincinnati Ave & Texas Ave	Germania St	Emory
7	2018	E Sunshine & Cromwell	St Cloud	Dickinson Dr
7	2018	Haverhill Dr/ Rosemont Dr & Sutton	St Cloud	Wilson Blvd
7	2018	W Kings Hwy & W Summit	Shearer Blvd	Lake Blvd
7	2018	W Mulberry Ave & W Huisache Ave	Wilson Blvd	Kampman Blvd
8	2018	E Songbird & W Dongbird	Mocking Bird Ln	N Songbird
8	2018	Westboro & Callaghan Rd	Greensboro	Callaghan Rd
10	2018	Nacogdoches Rd & Sagebrush Ln	Nacogdoches Rd	Alley A-11170
10	2018	Northridge Dr & Tophill Rd	Bartell Dr	Greenwich Blvd
10	2018	Wellesley Blvd & Kenilworth Blvd	Harmon Dr	Chevy Chase Dr

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
1	2014	Martinez Creek	W Poplar St	Perez St/alazan Creek	Improved Channel
2	2014	King Krest	Manhattan	Ih 10 E Access Rd	Improved Channel
2	2014	Sinclair Channel	Sinclair Rd	Private Property	Improved Channel
3	2014	Brookside Channel	S Presa St	Se Loop 410 Access Rd	Improved Channel
3	2014	East Palfrey Channel	Anton Dr	Corfu	Improved Channel
3	2014	Emory Oak Outfall	Emory Oak Dr	300ft To Undeveloped Channel	Improved Channel
3	2014	Spring View Channel	Gittinger	Club View	Improved Channel
3	2014	Verde Bosque Channel	Verde Bosque	Emory Oak Dr	Improved Channel
4	2014	Gun Smoke Channel	Campfire Ln	Bronco Ln	Improved Channel
4	2014	Gun Smoke Channel	Hackamore Ln	Gallop	Improved Channel
6	2014	Brandyridge Channel	Brandyridge	Helotes Creek	Improved Channel
6	2014	Enchanted Sunset Channel	Sunnydell Dr & Shadowdance	Blazing Sunset	Improved Channel
6	2014	John Jay Channel	State Hwy 151	Marbach Rd	Improved Channel
6	2014	Ridge Place Channel	Ridge Breeze	Timber Path	Improved Channel
7	2014	9135 Autumn Storm	Autumn Sun	New Guilbeau Rd	Improved Channel
7	2014	Braun Farms Channel	Lockspring	Silverbrook Place	Improved Channel
7	2014	Stonefield Channel	Stonecroft	Stonefield Place	Improved Channel
7	2014	Timber Creek Channel	Still Brook	Leon Creek	Improved Channel
7	2014	Leon Creek	Prue Rd	Bandera Rd	Natural Creek
8	2014	De Zavala Business Park	De Zavala	Silicon Dr	Improved Channel
8	2014	Fallen Leaf Channel	Indian Crk	Rock Creek Run	Improved Channel
8	2014	Oakcreek Channel	Northampton	Vance Jackson	Improved Channel
8	2014	French Creek	Helotes City Limits	N Loop 1604 W	Natural Creek
8	2014	French Creek	N Loop 1604 W	S Hausman Rd	Natural Creek
8	2014	French Creek	S Hausman Rd	Prue Rd	Natural Creek
8	2014	French Creek	Prue Rd	N Verde Dr	Natural Creek
8	2014	French Creek	N Verde Dr	S Verde Dr	Natural Creek
8	2014	French Creek Tributary	Rehm Dr	Fm 1560 N	Natural Creek
8	2014	Huesta Creek	N Loop 1604 W	W Hausman Rd	Natural Creek
8	2014	Huesta Creek	Menchaca Rd	Cosa City Limits	Natural Creek
8	2014	Huesta Creek	Cosa City Limits	Ruidosa Downs	Natural Creek
8	2014	Huesta Creek	W Hausman Rd	Gienney	Natural Creek
8	2014	Huesta Creek	Babcock Rd	Old Babcock Rd	Natural Creek
8	2014	Huesta Creek	Old Babcock Rd	Confluence Of Leon Creek	Natural Creek
8	2014	Huesta Creek	Ruidosa Downs	Sonoma Pkwy	Natural Creek
8	2014	Huesta Creek	Sonoma Pkwy	N Loop 1604 W	Natural Creek
8	2014	Leon Creek	Old Babcock Rd	Babcock Rd	Natural Creek
8	2014	Leon Creek	Babcock Rd	Prue Rd	Natural Creek
8	2014	Leon Creek	Old Camp Bullis Rd	Vance Jackson	Natural Creek
8	2014	Leon Creek	Vance Jackson	Ih 10 W	Natural Creek
8	2014	Leon Creek	Ih 10 W	N Loop 1604 W	Natural Creek
8	2014	Leon Creek	N Loop 1604 W	Utsa Blvd	Natural Creek
8	2014	Leon Creek	Utsa Blvd	W Hausman Rd	Natural Creek
8	2014	Leon Creek	W Hausman Rd	Old Babcock Rd	Natural Creek

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
8	2014	Leon Creek	Baywater Stage	Ih 10 W	Natural Creek
8	2014	Leon Creek	Ih 10 W	Dominion Dr	Natural Creek
8	2014	Leon Creek	Dominion Dr	Pvt Rd	Natural Creek
8	2014	Leon Creek	Pvt St	Pvt St At 20644 Ih 10	Natural Creek
8	2014	Leon Creek	Pvt St At 20644 Ih 10	Camp Bullis Rd	Natural Creek
8	2014	Leon Creek	Camp Bullis Rd	Old Camp Bullis Rd	Natural Creek
8	2014	Maverick Creek	W Hausman Rd	Old Babcock Rd	Natural Creek
8	2014	Maverick Creek	Old Babcock Rd	Confluence Of Leon Creek	Natural Creek
8	2014	Maverick Creek	Camp Bullis Rd	Seco Crk	Natural Creek
8	2014	Maverick Creek	Seco Crk	Chase Hill Blvd	Natural Creek
8	2014	Maverick Creek	Chase Hill Blvd	N Loop 1604 W	Natural Creek
8	2014	Maverick Creek	N Loop 1604 W	Utsa Blvd	Natural Creek
8	2014	Maverick Creek	Utsa Blvd	W Hausman Rd	Natural Creek
8	2014	Olmos Creek Middle	Huebner Rd	George Rd	Natural Creek
8	2014	Olmos Creek Middle	George Rd	Lockhill-selma Rd	Natural Creek
8	2014	Olmos Creek Middle	Lockhill-selma Rd	Wurzbach Rd	Natural Creek
8	2014	West Fork Olmos Creek Lower	Sleepy Holw	Orsinger Ln	Natural Creek
8	2014	West Fork Olmos Creek Lower	Orsinger Ln	Wurzbach Rd	Natural Creek
8	2014	West Fork Olmos Creek Lower	Huebner Rd	Sleepy Holw	Natural Creek
9	2014	Lorence Creek	Shadow Cliff	Henderson Pass	Natural Creek
9	2014	Lorence Creek	Henderson Pass	Jones Maltsberger Rd	Natural Creek
9	2014	Lorence Creek	Pvt Rd	Starcrest Dr	Natural Creek
9	2014	Lorence Creek	Starcrest Dr	Ne Entrance Rd	Natural Creek
9	2014	Lorence Creek	Ne Entrance Rd	Confluence Of Salado Creek	Natural Creek
9	2014	Lorence Creek	N Loop 1604 E	Sagecrest Dr	Natural Creek
9	2014	Lorence Creek	Us Hwy 281 N	Springhill	Natural Creek
9	2014	Lorence Creek	Springhill	Ledgestone Dr	Natural Creek
9	2014	Lorence Creek	Ledgestone Dr	Thousand Oaks	Natural Creek
9	2014	Lorence Creek	Thousand Oaks	Shadow Cliff	Natural Creek
9	2014	Mud Creek	Wurzbach Pkwy	Confluence Of Salado Creek	Natural Creek
9	2014	Olmos Creek Middle	Charter Crest	Dreamland	Natural Creek
9	2014	Salado Creek	Bitters Rd	Ne Entrance Rd	Natural Creek
9	2014	Salado Creek	Us Hwy 281 N	Jones Maltsberger Rd	Natural Creek
9	2014	Salado Creek	Jones Maltsberger Rd	Bitters Rd	Natural Creek
9	2014	Salado Creek	Ne Entrance Rd	Wetmore Rd	Natural Creek
9	2014	Salado Creek	Unnamed St In Camp Bullis	N Loop 1604 W	Natural Creek
9	2014	Salado Creek	N Loop 1604 W	Huebner Rd	Natural Creek
9	2014	Salado Creek	Blanco Rd	Vista Del Norte	Natural Creek
9	2014	Salado Creek	Vista Del Norte	West Ave	Natural Creek
9	2014	Salado Creek	West Ave	North Loop Rd	Natural Creek
9	2014	Salado Creek	North Loop Rd	Us Hwy 281 N	Natural Creek
9	2014	West Elm Creek	Gold Canyon Rd	N Loop 1604 E	Natural Creek
9	2014	West Elm Creek	Beginning - 700' S Of E Evans Rd	Encino Rio	Natural Creek
9	2014	West Elm Creek	Encino Rio	Gold Canyon Rd	Natural Creek

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
10	2014	15026 Elm Park	Green Spring Dr	Mud Creek Tributary	Improved Channel
10	2014	5730 Lark Meadow	Larkplace Dr	Larkabbey Dr	Improved Channel
10	2014	Creekway Channel	Spring Pebble	Spring Coral	Improved Channel
10	2014	St James Place Channel	Bulverde Rd	Wetmore Knoll	Improved Channel
10	2014	Lorence Creek	Jones Maltsberger Rd	Pvt Rd	Natural Creek
10	2014	Lorence Creek	Pvt Rd	Pvt Rd	Natural Creek
10	2014	Mud Creek	N Loop 1604 E	Jones Maltsberger Rd	Natural Creek
10	2014	Mud Creek	Jones Maltsberger Rd	Thousand Oaks	Natural Creek
10	2014	Mud Creek	Thousand Oaks	Pvt Rd	Natural Creek
10	2014	Salado Creek	Wetmore Rd	Merritime	Natural Creek
7,8	2014	French Creek	S Verde Dr	Bandera Rd	Natural Creek
8,9	2014	Salado Creek	Huebner Rd	Blanco Rd	Natural Creek
9,10	2014	Mud Creek	Pvt Rd	Wurzbach Pkwy	Natural Creek
1	2015	Contour & Howard	Basse	W Contour Dr	Improved Channel
1	2015	Olmos Creek	Blanco Rd	San Pedro Ave	Improved Channel
1	2015	Olmos Creek	Jackson-keller	Blanco Rd	Improved Channel
1	2015	Olmos Creek Lower	San Pedro Ave	Mccullough Ave	Natural Creek
1	2015	Olmos Creek Lower	Mccullough Ave	Basse	Natural Creek
1	2015	Olmos Creek Lower	Basse	Us Hwy 281 N	Natural Creek
1	2015	Olmos Creek Lower	Us Hwy 281 N	Jones Maltsberger Rd	Natural Creek
1	2015	Olmos Creek Lower	Jones Maltsberger Rd	Us Hwy 281 N	Natural Creek
1	2015	Olmos Creek Lower	Us Hwy 281 N	Devine Rd	Natural Creek
2	2015	Glacier Sun Channel	Sunrise Cliff Dr	Glacier Sun Dr	Improved Channel
2	2015	Kilgore Channel	Kilgore	Weichold Rd	Improved Channel
2	2015	Rosillo Creek Channel	Ackerman Rd	Rosillo Creek	Improved Channel
2	2015	Sunrise Channel	Misty Springs Dr	Sun Falls	Improved Channel
2	2015	Terrell Park Channel	Northeast Pkwy	Avalon Apartments	Improved Channel
2	2015	Walzem Creek Channel	Walzem Rd	Walzem Creek	Improved Channel
2	2015	Woodbrook Channel	Kaepa Ct	Thornwood	Improved Channel
2	2015	Beitel Creek	Thousand Oaks	Ne Loop 410	Natural Creek
2	2015	Beitel Creek	Ne Loop 410	Vicar Dr	Natural Creek
2	2015	Beitel Creek	Vicar Dr	Perrin Beitel	Natural Creek
2	2015	Beitel Creek	Perrin Beitel	Confluence Of Salado Creek	Natural Creek
2	2015	Olmos Creek Lower	Devine Rd	Olmos Dam	Natural Creek
2	2015	Olmos Creek Lower	Olmos Dam	San Antonio River/cathedral Park	Natural Creek
2	2015	Salado Creek	Austin Hwy	Eisenhauer Rd	Natural Creek
2	2015	Salado Creek	Ft Sam Houston	Ih 35 N	Natural Creek
2	2015	Salado Creek	Ih 35 N	Gembler Rd	Natural Creek
2	2015	Salado Creek	Gembler Rd	E Houston St	Natural Creek
2	2015	Salado Creek	E Houston St	E Commerce St	Natural Creek
2	2015	Salado Creek	E Commerce St	Ih 10 E	Natural Creek
2	2015	Salado Creek	Ih 10 E	Martin Luther King Dr	Natural Creek
2	2015	Salado Creek	Eisenhauer Rd	Rittiman Rd	Natural Creek
3	2015	139 Juniper	Lemay Rd	Juniper St	Improved Channel

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
3	2015	1438 Cantrell	Aaron Place	W. Hutchins Place	Improved Channel
3	2015	300 Garnett @ Proctor	Garnett Ave	Commercial Tributary	Improved Channel
3	2015	MacDona	Ih 35 S Access Rd	Mccauley Ave	Improved Channel
3	2015	Siluria @ Sligo - Esma	Sligo St	S Presa St	Improved Channel
4	2015	Gillette	Rhoda Ave	S Zarzamora	Improved Channel
4	2015	Leon Creek	Us Hwy 90 W	Morey/lackland	Natural Creek
4	2015	Medio Creek	Confluence Of Medio Creek Tributary	Us Hwy 90 W	Natural Creek
4	2015	Medio Creek Tributary	Hunt Ln	Confluence Of Medio Creek	Natural Creek
5	2015	Zarzamora Creek	W Commerce St	N General Mcmullen	Improved Channel
6	2015	Roan Brook	Impala Summit	Senisa Springs	Improved Channel
6	2015	Silent Hills	Silent Oaks	Peaceful Hills	Improved Channel
6	2015	Timber View	Timber View Dr	Grissom Circle	Improved Channel
6	2015	Culebra Creek	Timber Path	Old Grissom Rd	Natural Creek
6	2015	Culebra Creek	Old Grissom Rd	Confluence Of Leon Creek	Natural Creek
6	2015	Culebra Creek	Liberty Field	Westwood Loop	Natural Creek
6	2015	Culebra Creek	Westwood Loop	W Loop 1604 N	Natural Creek
6	2015	Culebra Creek	W Loop 1604 N	Culebra Rd	Natural Creek
6	2015	Culebra Creek	Culebra Rd	Easterling	Natural Creek
6	2015	Culebra Creek	Easterling	Culebra Rd	Natural Creek
6	2015	Culebra Creek	Culebra Rd	Timber Path	Natural Creek
6	2015	Culebra Creek Annex	Village Pkwy	Confluence Of Culebra Creek	Natural Creek
6	2015	Huebner Creek	Timberhill Dr	Ingram Rd	Natural Creek
6	2015	Huebner Creek	Ingram Rd	Confluence Of Leon Creek	Natural Creek
6	2015	Leon Creek	W Commerce St	State Hwy 151	Natural Creek
6	2015	Leon Creek	State Hwy 151	Pinn Rd	Natural Creek
6	2015	Leon Creek	Pinn Rd	Arvil Ave	Natural Creek
6	2015	Leon Creek	Arvil Ave	Old Us Hwy 90 W	Natural Creek
6	2015	Leon Creek	Old Us Hwy 90 W	Us Hwy 90 W	Natural Creek
6	2015	Leon Creek	Grissom Rd	Ingram Rd	Natural Creek
6	2015	Leon Creek	Culebra Rd	Nw Loop 410	Natural Creek
6	2015	Leon Creek	Nw Loop 410	W Commerce St	Natural Creek
6	2015	Leon Creek	Ingram Rd	Culebra Rd	Natural Creek
7	2015	3253 Hillcrest	Nw Loop 410 Access Rd	Hillcrest Dr	Improved Channel
7	2015	3800 Majestic	E Horseshoe Bend	Majestic Dr	Improved Channel
7	2015	Thunder Bird	Camino Real	Concrete Channel	Improved Channel
7	2015	French Creek	Bianca	Bandera Rd	Natural Creek
7	2015	French Creek	Mainland	Braun Oak	Natural Creek
7	2015	French Creek	Mainland	Pvt Rd At 7581 Bandera Rd	Natural Creek
7	2015	French Creek	Pvt Rd At 7581 Bandera Rd	Confluence Of Leon Creek	Natural Creek
7	2015	Huebner Creek	Leon Valley City Limit	Timberhill Dr	Natural Creek
7	2015	Leon Creek	Bandera Rd	Pvt Rd At 7581 Bandera Rd	Natural Creek
7	2015	Leon Creek	Pvt Rd At 7581 Bandera Rd	Grissom Rd	Natural Creek
8	2015	Stable Farm	Dezavala Rd	Stable Pass	Improved Channel
9	2015	Panther Springs Creek	N Loop 1604 W	Mission Rdg	Natural Creek

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
9	2015	Panther Springs Creek	W Bitters Rd	Wurzbach Pkwy	Natural Creek
9	2015	Panther Springs Creek	Wurzbach Pkwy	West Ave	Natural Creek
9	2015	Panther Springs Creek	West Ave	W North Loop Rd	Natural Creek
9	2015	Panther Springs Creek	W North Loop Rd	Confluence Of Salado Creek	Natural Creek
10	2015	5507 Colewood	O'connor Rd	Dreamwood Dr	Improved Channel
10	2015	Corian Springs at Water Point	Corian Springs Dr	Encanto Creek Dr	Improved Channel
10	2015	Feather Ridge Channel	Judson Rd	Feather Ridge	Improved Channel
10	2015	Fertile Valley Channel	Charolais	O'connor Rd	Improved Channel
10	2015	Fertile Valley Channel	Santa Gertrudis	Charolais	Improved Channel
10	2015	Starcrest Channel	Edgecrest	Starcrest Dr	Improved Channel
10	2015	Beitel Creek	Thousand Oaks	Ne Loop 410	Natural Creek
10	2015	Beitel Creek	Wurzbach Pkwy	Thousand Oaks	Natural Creek
10	2015	Beitel Creek	Lookout Ridge	Old O'connor Rd	Natural Creek
10	2015	Beitel Creek	N Weidner Rd	Wurzbach Pkwy	Natural Creek
10	2015	Salado Creek	Nacogdoches Rd	Ne Loop 410	Natural Creek
1,9	2015	Olmos Creek Lower	Dreamland	Nw Loop 410	Natural Creek
2,10	2015	Salado Creek	Ne Loop 410	Austin Hwy	Natural Creek
1	2016	San Pedro Creek	Guadalupe St	Camp St	Improved Channel
2	2016	Avalon Apartments	Avalon Apartments	Corinne	Improved Channel
2	2016	Martinez Creek Tributary	Kilgore	Langdon Rd	Improved Channel
2	2016	Weebles Channel	Weebles Dr	Concrete Channel	Improved Channel
2	2016	Martinez Creek B	Walzem Rd	Gibbs-sprawl Rd	Natural Creek
2	2016	Rosillo Creek	Sinclair Rd	New Sulphur Spgs	Natural Creek
2	2016	Rosillo Creek	Rigsby Ave	Sinclair Rd	Natural Creek
2	2016	Rosillo Creek	Fm 1346	Rigsby Ave	Natural Creek
2	2016	Rosillo Creek	Gibbs-sprawl Rd	Fm 78	Natural Creek
2	2016	Rosillo Creek	Ih 10 E	Harvest Ranch	Natural Creek
2	2016	Rosillo Creek	Woodlake Pkwy	Midcrown Dr E	Natural Creek
2	2016	Rosillo Creek	Walzem Rd	Woodlake Pkwy	Natural Creek
2	2016	Salado Creek	Rigsby Ave	Salado Creek Divergence	Natural Creek
2	2016	Salado Creek	Salado Creek East	Roland Ave	Natural Creek
2	2016	Salado Creek	Rice Rd	Rigsby Ave	Natural Creek
2	2016	Salado Creek	Martin Luther King Dr	Rice Rd	Natural Creek
2	2016	Salado Creek	Salado Creek West	Roland Ave	Natural Creek
3	2016	Leon Creek	Applewhite Rd	Confluence Of Medina River	Natural Creek
3	2016	Medina River	Pleasanton Rd	Us Hwy 281 S	Natural Creek
3	2016	Medina River	Confluence Of Leon Creek	Pleasanton Rd	Natural Creek
3	2016	Rosillo Creek	S Ww White Rd	Confluence Of Salado Creek	Natural Creek
3	2016	Rosillo Creek	New Sulphur Spgs	S Ww White Rd	Natural Creek
3	2016	Salado Creek	Old Corpus Christi Rd	Ih 37 S	Natural Creek
3	2016	Salado Creek	Se Military Dr	Se Loop 410	Natural Creek
3	2016	Salado Creek	Se Loop 410	Old Corpus Christi Rd	Natural Creek
3	2016	Salado Creek	E Southcross Blvd	Se Military Dr	Natural Creek
3	2016	Salado Creek	Salado Creek Convergence	E Southcross Blvd	Natural Creek

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
3	2016	Salado Creek	Roland Ave	Salado Creek West	Natural Creek
3	2016	Salado Creek	Roland Ave	Salado Creek East	Natural Creek
3	2016	Salado Creek	Ih 37 S	Us Hwy 181 S	Natural Creek
3	2016	SYMPHONY LANE	Mission Pkwy	Confluence Of San Antonio River Lower	Natural Creek
3	2016	SYMPHONY LANE	Mission Pkwy	Mission Pkwy	Natural Creek
3	2016	SYMPHONY LANE	E Pyron Ave	Mission Pkwy	Natural Creek
3	2016	SYMPHONY LANE	Confluence Of San Antonio River Upper	E Pyron Ave	Natural Creek
4	2016	Grand Valley Channel	Elm Valley Dr	Ray Ellison Blvd	Improved Channel
4	2016	Rose Valley Channel	Sw Loop 410 Access Rd	Bright Valley Channel	Improved Channel
4	2016	Trading Post Channel	War Horse Dr	Seacliff	Improved Channel
4	2016	Indian Creek	New Laredo Hwy	Ih 35 S	Natural Creek
4	2016	Indian Creek	Quintana Rd	New Laredo Hwy	Natural Creek
4	2016	Indian Creek	Five Palms Dr	Bow Spirit	Natural Creek
4	2016	Indian Creek	End Of Ithaca Dr. Channel	Medina Base Rd	Natural Creek
4	2016	Indian Creek	Ih 35 S	Sw Loop 410	Natural Creek
4	2016	Leon Creek	Sw Military Dr	Quintana Rd	Natural Creek
4	2016	Leon Creek	Quintana Rd	New Laredo Hwy	Natural Creek
4	2016	Leon Creek	State Hwy 16 S	Applewhite Rd	Natural Creek
4	2016	Leon Creek	Sw Loop 410	City Limits	Natural Creek
4	2016	Leon Creek	Ih 35 S	Sw Loop 410	Natural Creek
4	2016	Leon Creek	New Laredo Hwy	Ih 35 S	Natural Creek
4	2016	Medio Creek	Covel	Old Pearsall Rd	Natural Creek
5	2016	Apache Creek	N General Mcmullen	Ruiz St	Improved Channel
5	2016	Apache Creek	Sw 19th St	El Paso St	Improved Channel
5	2016	Apache Creek	S Zarzamora	S Trinity	Improved Channel
5	2016	Bandera Branch Creek	Culebra Rd	W Poplar St	Improved Channel
6	2016	Culebra Creek Tributary Channel	Grissom Rd	Bobtail	Improved Channel
6	2016	Potranco Channel	Potranco Rd	Richland Hills Dr	Improved Channel
6	2016	Timber Lodge Channel	Timberhurst	Timber Knoll	Improved Channel
6	2016	Valley Trails Channel	Dover Ridge	Ridge Path	Improved Channel
6	2016	Zarzamora Creek	Belcross St	Sw 39th St	Improved Channel
6	2016	Zarzamora Creek	Sw 39th St	W Commerce St	Improved Channel
6	2016	Slick Ranch Creek	Marbach Rd	Pinn Rd	Natural Creek
6	2016	Slick Ranch Creek	Westover Hills Blvd	W Military Dr	Natural Creek
6	2016	Slick Ranch Creek	State Hwy 151	Castleridge Dr	Natural Creek
6	2016	Slick Ranch Creek	Sw Loop 410	State Hwy 151	Natural Creek
6	2016	Slick Ranch Creek	N Hunt Ln	Potranco Rd	Natural Creek
6	2016	Slick Ranch Creek	W Military Dr	N Hunt Ln	Natural Creek
6	2016	Slick Ranch Creek	Pinn Rd	Confluence Of Leon Creek	Natural Creek
6	2016	Slick Ranch Creek	Rogers Rd	Westover Hills Blvd	Natural Creek
6	2016	Slick Ranch Creek	W Military Dr	Marbach Rd	Natural Creek
6	2016	Westwood Village Creek	Us Hwy 90 W	Confluence Of Leon Creek	Natural Creek
6	2016	Westwood Village Creek	Old Us Hwy 90 W	Us Hwy 90 W	Natural Creek
6	2016	Westwood Village Creek	Pinn Rd	Old Us Hwy 90 W	Natural Creek

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
7	2016	Prue Channel	Prue Rd	Horn Blvd	Improved Channel
7	2016	Zarzamora Creek	Hemphill Dr	Culebra Rd	Improved Channel
7	2016	Zarzamora Creek	Culebra Rd	Rubidoux	Improved Channel
8	2016	Aspen Park Channel	Cherry Park Dr	Autumn Park	Improved Channel
8	2016	Autumn Vista Channel	Hart Field	Calderwood/huebner Creek	Improved Channel
8	2016	Eastwood Channel	Purdue Valley	Bristlewood	Improved Channel
8	2016	Ewing Halsel	Ewing Halsel	Floyd Curl	Improved Channel
8	2016	Gardendale Channel	Bluemel	Datapoint	Improved Channel
8	2016	Huntsman Lake Channel	Bamberger Way	Maple Park Dr/cedar Park Channel	Improved Channel
8	2016	Louis Pasteur Channel	Louis Pasteur	Babcock Rd	Improved Channel
9	2016	Budding Channel	Jones Maltsberger Rd	Lotus Blossom	Improved Channel
10	2016	Cerro Vista Channel	Cerro Vista St	La Barranca	Improved Channel
10	2016	Galacino Channel	Edgemont Dr	Santa Gertrudis	Improved Channel
10	2016	Higgins Channel	Higgins Rd	Ghent/beitel Creek	Improved Channel
10	2016	Nacogdoches Channel	Nacogdoches Rd	El Sendero	Improved Channel
10	2016	Old O'Connor Channel	O'connor Rd	Lookout Rd	Improved Channel
10	2016	Perrin Beitel Channel	Perrin Beitel	Rock Croft	Improved Channel
10	2016	Sunup Channel	Flair Wood Dr	Lookout Rd	Improved Channel
1	2017	Alazan Creek	Waverly Ave	N Zarzamora St	Improved Channel
1	2017	Alazan Creek	N Zarzamora St	Confluence Of Martinez Creek	Improved Channel
1	2017	Ave Maria Channel	Ave Maria Dr	Olmos Creek	Improved Channel
1	2017	Ingleside Channel	Windham	Rr Tracks	Improved Channel
2	2017	Lavender Channel	Lavender Ln	Se Loop 410 Access Rd	Improved Channel
2	2017	Willowwood Channel	Rr Tracks	Pletz Park	Improved Channel
3	2017	Bob Billa Channel	Bob Billa	Wales Ave	Improved Channel
3	2017	Dexired Channel	Chandler Rd	Stayman	Improved Channel
4	2017	Airlift Channel	Sw Loop 410 Access Rd	Altitude Dr	Improved Channel
4	2017	Rhonda Channel	Rr Tracks	S Zarzamora St	Improved Channel
4	2017	Rodrick Channel	S Zarzamora St	Forsen	Improved Channel
6	2017	Richland Hills Channel	Potranco Rd	Sw Loop 410 Access Rd	Improved Channel
6	2017	War Arrow Channel	Oakhill Rd	Box Culvert	Improved Channel
6	2017	Woodtrail Channel	Les Harrison Dr	Hardesty	Improved Channel
7	2017	Colleen Channel	Zachary Dr	Donaldson Ave	Improved Channel
7	2017	Huebner Rd Channel	Babcock Rd	Dashwood	Improved Channel
7	2017	Placid Dr Channel	Sage Dr	St Cloud	Improved Channel
7	2017	Victory Row Channel	Victory Row	Beau Bridge	Improved Channel
7	2017	Leon Creek	Prue Rd	Bandera Rd	Natural Creek
8	2017	Fallen Leaf Channel	Indian Crk	Rock Creek Run	Improved Channel
8	2017	Floyd Curl Channel	Valley Green Rd	Undeveloped Private Property	Improved Channel
8	2017	French Creek	N Loop 1604 W	S Hausman Rd	Natural Creek
8	2017	French Creek	S Hausman Rd	Prue Rd	Natural Creek
8	2017	French Creek	Helotes City Limits	N Loop 1604 W	Natural Creek
8	2017	French Creek	N Verde Dr	S Verde Dr	Natural Creek
8	2017	French Creek	Prue Rd	N Verde Dr	Natural Creek

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
8	2017	French Creek Tributary	Rehm Dr	Fm 1560 N	Natural Creek
8	2017	Huesta Creek	Sonoma Pkwy	N Loop 1604 W	Natural Creek
8	2017	Huesta Creek	Old Babcock Rd	Confluence Of Leon Creek	Natural Creek
8	2017	Huesta Creek	N Loop 1604 W	W Hausman Rd	Natural Creek
8	2017	Huesta Creek	Cosa City Limits	Ruidosa Downs	Natural Creek
8	2017	Huesta Creek	W Hausman Rd	Gienney	Natural Creek
8	2017	Huesta Creek	Babcock Rd	Old Babcock Rd	Natural Creek
8	2017	Huesta Creek	Menchaca Rd	Cosa City Limits	Natural Creek
8	2017	Huesta Creek	Ruidosa Downs	Sonoma Pkwy	Natural Creek
8	2017	Leon Creek	Ih 10 W	Dominion Dr	Natural Creek
8	2017	Leon Creek	N Loop 1604 W	Utsa Blvd	Natural Creek
8	2017	Leon Creek	Ih 10 W	N Loop 1604 W	Natural Creek
8	2017	Leon Creek	Vance Jackson	Ih 10 W	Natural Creek
8	2017	Leon Creek	Camp Bullis Rd	Old Camp Bullis Rd	Natural Creek
8	2017	Leon Creek	Pvt St	Pvt St At 20644 Ih 10	Natural Creek
8	2017	Leon Creek	Dominion Dr	Pvt Rd	Natural Creek
8	2017	Leon Creek	Babcock Rd	Prue Rd	Natural Creek
8	2017	Leon Creek	Pvt St At 20644 Ih 10	Camp Bullis Rd	Natural Creek
8	2017	Leon Creek	W Hausman Rd	Old Babcock Rd	Natural Creek
8	2017	Leon Creek	Old Babcock Rd	Babcock Rd	Natural Creek
8	2017	Leon Creek	Old Camp Bullis Rd	Vance Jackson	Natural Creek
8	2017	Leon Creek	Utsa Blvd	W Hausman Rd	Natural Creek
8	2017	Leon Creek	Baywater Stage	Ih 10 W	Natural Creek
8	2017	Maverick Creek	Seco Crk	Chase Hill Blvd	Natural Creek
8	2017	Maverick Creek	Camp Bullis Rd	Seco Crk	Natural Creek
8	2017	Maverick Creek	Old Babcock Rd	Confluence Of Leon Creek	Natural Creek
8	2017	Maverick Creek	W Hausman Rd	Old Babcock Rd	Natural Creek
8	2017	Maverick Creek	Utsa Blvd	W Hausman Rd	Natural Creek
8	2017	Maverick Creek	N Loop 1604 W	Utsa Blvd	Natural Creek
8	2017	Maverick Creek	Chase Hill Blvd	N Loop 1604 W	Natural Creek
8	2017	Olmos Creek Middle	Lockhill-selma Rd	Wurzbach Rd	Natural Creek
8	2017	Olmos Creek Middle	George Rd	Lockhill-selma Rd	Natural Creek
8	2017	Olmos Creek Middle	Huebner Rd	George Rd	Natural Creek
8	2017	West Fork Olmos Creek Lower	Orsinger Ln	Wurzbach Rd	Natural Creek
8	2017	West Fork Olmos Creek Lower	Sleepy Holw	Orsinger Ln	Natural Creek
8	2017	West Fork Olmos Creek Lower	Huebner Rd	Sleepy Holw	Natural Creek
9	2017	Country Parkway Channel	Us Hwy 281 N Access Rd	200' Downstream Of Country Pkwy	Improved Channel
9	2017	Rhapsody Channel	175' Upstream Of W Nakoma	675' Downstream Of W Rhapsody	Improved Channel
9	2017	Lorence Creek	N Loop 1604 E	Sagecrest Dr	Natural Creek
9	2017	Lorence Creek	Henderson Pass	Jones Maltsberger Rd	Natural Creek
9	2017	Lorence Creek	Springhill	Ledgestone Dr	Natural Creek
9	2017	Lorence Creek	Us Hwy 281 N	Springhill	Natural Creek
9	2017	Lorence Creek	Shadow Cliff	Henderson Pass	Natural Creek
9	2017	Lorence Creek	Thousand Oaks	Shadow Cliff	Natural Creek

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
9	2017	Lorence Creek	Ledgestone Dr	Thousand Oaks	Natural Creek
9	2017	Lorence Creek	Ne Entrance Rd	Confluence Of Salado Creek	Natural Creek
9	2017	Lorence Creek	Starcrest Dr	Ne Entrance Rd	Natural Creek
9	2017	Lorence Creek	Pvt Rd	Starcrest Dr	Natural Creek
9	2017	Mud Creek	Wurzbach Pkwy	Confluence Of Salado Creek	Natural Creek
9	2017	Olmos Creek Middle	Charter Crest	Dreamland	Natural Creek
9	2017	Salado Creek	Unnamed St In Camp Bullis	N Loop 1604 W	Natural Creek
9	2017	Salado Creek	N Loop 1604 W	Huebner Rd	Natural Creek
9	2017	Salado Creek	Jones Maltsberger Rd	Bitters Rd	Natural Creek
9	2017	Salado Creek	Us Hwy 281 N	Jones Maltsberger Rd	Natural Creek
9	2017	Salado Creek	North Loop Rd	Us Hwy 281 N	Natural Creek
9	2017	Salado Creek	Bitters Rd	Ne Entrance Rd	Natural Creek
9	2017	Salado Creek	Blanco Rd	Vista Del Norte	Natural Creek
9	2017	Salado Creek	Ne Entrance Rd	Wetmore Rd	Natural Creek
9	2017	Salado Creek	Vista Del Norte	West Ave	Natural Creek
9	2017	Salado Creek	West Ave	North Loop Rd	Natural Creek
9	2017	West Elm Creek	Gold Canyon Rd	N Loop 1604 E	Natural Creek
9	2017	West Elm Creek	Beginning - 700' S Of E Evans Rd	Encino Rio	Natural Creek
9	2017	West Elm Creek	Encino Rio	Gold Canyon Rd	Natural Creek
10	2017	Hillpoint Channel	Wurzbach Pkwy	Hillpoint Dr	Improved Channel
10	2017	Starcrest Channel	Hightree Dr	Nacogdoches Rd	Improved Channel
10	2017	Lorence Creek	Jones Maltsberger Rd	Pvt Rd	Natural Creek
10	2017	Lorence Creek	Pvt Rd	Pvt Rd	Natural Creek
10	2017	Mud Creek	Jones Maltsberger Rd	Thousand Oaks	Natural Creek
10	2017	Mud Creek	N Loop 1604 E	Jones Maltsberger Rd	Natural Creek
10	2017	Mud Creek	Thousand Oaks	Pvt Rd	Natural Creek
10	2017	Salado Creek	Wetmore Rd	Merritime	Natural Creek
7,8	2017	French Creek	S Verde Dr	Bandera Rd	Natural Creek
8,9	2017	Salado Creek	Huebner Rd	Blanco Rd	Natural Creek
9,10	2017	Mud Creek	Pvt Rd	Wurzbach Pkwy	Natural Creek
1	2018	Martinez Creek	W Poplar St	Perez St/alazan Creek	Improved Channel
1	2018	Olmos Creek Lower	Us Hwy 281 N	Devine Rd	Natural Creek
1	2018	Olmos Creek Lower	Jones Maltsberger Rd	Us Hwy 281 N	Natural Creek
1	2018	Olmos Creek Lower	Us Hwy 281 N	Jones Maltsberger Rd	Natural Creek
1	2018	Olmos Creek Lower	Basse	Us Hwy 281 N	Natural Creek
1	2018	Olmos Creek Lower	San Pedro Ave	Mccullough Ave	Natural Creek
1	2018	Olmos Creek Lower	Mccullough Ave	Basse	Natural Creek
2	2018	King Krest	Manhattan	Ih 10 E Access Rd	Improved Channel
2	2018	Sinclair Channel	Sinclair Rd	Private Property	Improved Channel
2	2018	Beitel Creek	Perrin Beitel	Confluence Of Salado Creek	Natural Creek
2	2018	Beitel Creek	Vicar Dr	Perrin Beitel	Natural Creek
2	2018	Beitel Creek	Ne Loop 410	Vicar Dr	Natural Creek
2	2018	Beitel Creek	Thousand Oaks	Ne Loop 410	Natural Creek
2	2018	Olmos Creek Lower	Olmos Dam	San Antonio River/cathedral Park	Natural Creek

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
2	2018	Olmos Creek Lower	Devine Rd	Olmos Dam	Natural Creek
2	2018	Salado Creek	E Commerce St	Ih 10 E	Natural Creek
2	2018	Salado Creek	E Houston St	E Commerce St	Natural Creek
2	2018	Salado Creek	Austin Hwy	Eisenhauer Rd	Natural Creek
2	2018	Salado Creek	Gembler Rd	E Houston St	Natural Creek
2	2018	Salado Creek	Ih 35 N	Gembler Rd	Natural Creek
2	2018	Salado Creek	Eisenhauer Rd	Rittiman Rd	Natural Creek
2	2018	Salado Creek	Ft Sam Houston	Ih 35 N	Natural Creek
2	2018	Salado Creek	Ih 10 E	Martin Luther King Dr	Natural Creek
3	2018	Brookside Channel	S Presa St	Se Loop 410 Access Rd	Improved Channel
3	2018	East Palfrey Channel	Anton Dr	Corfu	Improved Channel
3	2018	Emory Oak Outfall	Emory Oak Dr	300ft To Undeveloped Channel	Improved Channel
3	2018	Spring View Channel	Gittinger	Club View	Improved Channel
3	2018	Verde Bosque Channel	Verde Bosque	Emory Oak Dr	Improved Channel
4	2018	Gun Smoke Channel	Hackamore Ln	Gallop	Improved Channel
4	2018	Gun Smoke Channel	Campfire Ln	Bronco Ln	Improved Channel
4	2018	Leon Creek	Us Hwy 90 W	Morey/lackland	Natural Creek
4	2018	Medio Creek	Confluence Of Medio Creek Tributary	Us Hwy 90 W	Natural Creek
4	2018	Medio Creek Tributary	Hunt Ln	Confluence Of Medio Creek	Natural Creek
6	2018	Brandyridge Channel	Brandyridge	Helotes Creek	Improved Channel
6	2018	Enchanted Sunset Channel	Sunnydell Dr & Shadowdance	Blazing Sunset	Improved Channel
6	2018	John Jay Channel	State Hwy 151	Marbach Rd	Improved Channel
6	2018	Ridge Place Channel	Ridge Breeze	Timber Path	Improved Channel
6	2018	Culebra Creek	Timber Path	Old Grissom Rd	Natural Creek
6	2018	Culebra Creek	Culebra Rd	Timber Path	Natural Creek
6	2018	Culebra Creek	Easterling	Culebra Rd	Natural Creek
6	2018	Culebra Creek	Culebra Rd	Easterling	Natural Creek
6	2018	Culebra Creek	W Loop 1604 N	Culebra Rd	Natural Creek
6	2018	Culebra Creek	Westwood Loop	W Loop 1604 N	Natural Creek
6	2018	Culebra Creek	Liberty Field	Westwood Loop	Natural Creek
6	2018	Culebra Creek	Old Grissom Rd	Confluence Of Leon Creek	Natural Creek
6	2018	Culebra Creek Annex	Village Pkwy	Confluence Of Culebra Creek	Natural Creek
6	2018	Huebner Creek	Timberhill Dr	Ingram Rd	Natural Creek
6	2018	Huebner Creek	Ingram Rd	Confluence Of Leon Creek	Natural Creek
6	2018	Leon Creek	Grissom Rd	Ingram Rd	Natural Creek
6	2018	Leon Creek	Old Us Hwy 90 W	Us Hwy 90 W	Natural Creek
6	2018	Leon Creek	W Commerce St	State Hwy 151	Natural Creek
6	2018	Leon Creek	Culebra Rd	Nw Loop 410	Natural Creek
6	2018	Leon Creek	Ingram Rd	Culebra Rd	Natural Creek
6	2018	Leon Creek	Nw Loop 410	W Commerce St	Natural Creek
6	2018	Leon Creek	Arvil Ave	Old Us Hwy 90 W	Natural Creek
6	2018	Leon Creek	Pinn Rd	Arvil Ave	Natural Creek
6	2018	Leon Creek	State Hwy 151	Pinn Rd	Natural Creek
7	2018	9135 Autumn Storm	Autumn Sun	New Guilbeau Rd	Improved Channel

District	Fiscal Year	Project Name	Upper Limit	Lower Limit	Project Type
7	2018	Braun Farms Channel	Lockspring	Silverbrook Place	Improved Channel
7	2018	Stonefield Channel	Stonecroft	Stonefield Place	Improved Channel
7	2018	Timber Creek Channel	Still Brook	Leon Creek	Improved Channel
7	2018	French Creek	Pvt Rd At 7581 Bandera Rd	Confluence Of Leon Creek	Natural Creek
7	2018	French Creek	Mainland	Pvt Rd At 7581 Bandera Rd	Natural Creek
7	2018	French Creek	Mainland	Braun Oak	Natural Creek
7	2018	French Creek	Bianca	Bandera Rd	Natural Creek
7	2018	Huebner Creek	Leon Valley City Limit	Timberhill Dr	Natural Creek
7	2018	Leon Creek	Bandera Rd	Pvt Rd At 7581 Bandera Rd	Natural Creek
7	2018	Leon Creek	Pvt Rd At 7581 Bandera Rd	Grissom Rd	Natural Creek
8	2018	De Zavala Business Park	De Zavala	Silicon Dr	Improved Channel
8	2018	Oakcreek Channel	Northampton	Vance Jackson	Improved Channel
9	2018	Panther Springs Creek	Wurzbach Pkwy	West Ave	Natural Creek
9	2018	Panther Springs Creek	N Loop 1604 W	Mission Rdg	Natural Creek
9	2018	Panther Springs Creek	W Bitters Rd	Wurzbach Pkwy	Natural Creek
9	2018	Panther Springs Creek	W North Loop Rd	Confluence Of Salado Creek	Natural Creek
9	2018	Panther Springs Creek	West Ave	W North Loop Rd	Natural Creek
10	2018	15026 Elm Park	Green Spring Dr	Mud Creek Tributary	Improved Channel
10	2018	5730 Lark Meadow	Larkplace Dr	Larkabbey Dr	Improved Channel
10	2018	Creekway Channel	Spring Pebble	Spring Coral	Improved Channel
10	2018	St James Place Channel	Bulverde Rd	Wetmore Knoll	Improved Channel
10	2018	Beitel Creek	Wurzbach Pkwy	Thousand Oaks	Natural Creek
10	2018	Beitel Creek	N Weidner Rd	Wurzbach Pkwy	Natural Creek
10	2018	Beitel Creek	Lookout Ridge	Old O'connor Rd	Natural Creek
10	2018	Beitel Creek	Thousand Oaks	Ne Loop 410	Natural Creek
10	2018	Salado Creek	Nacogdoches Rd	Ne Loop 410	Natural Creek
1,9	2018	Olmos Creek Lower	Dreamland	Nw Loop 410	Natural Creek
2,10	2018	Salado Creek	Ne Loop 410	Austin Hwy	Natural Creek

District	Fiscal Year	Street	From Street	To Street	Side of Street
1	2014	Ahern Dr	W Rampart & E Rampart	W Rector	Even Side
1	2014	Dellwood	Millwood Ln	Sprucewood	Both Sides
1	2014	Hermine Blvd	Grant Ave	Warner Ave	Both Sides
1	2014	Mccullough Ave	Oblate	Birchleaf	Odd Side
1	2014	Sprucewood	Dellwood	Mccullough Ave	Odd Side
1	2014	W Rampart	Mccullough Ave	San Pedro Ave	Even Side
2	2014	Essex St	Piedmont Ave	S New Braunfels Ave	Even Side
2	2014	Martin Luther King Dr	S Hackberry St	S Palmetto	Odd Side
2	2014	Midcrown Dr E	Mesa Bonita	Woodlake Pkwy	Even Side
2	2014	Vista Lake	Whispering Lake	Lake Victoria	Both Sides
2	2014	Woodlake Pkwy	Midcrown Dr E	Wisteria Hill	Both Sides
3	2014	Astor	S Pine St	Palmeto	Both Sides
3	2014	Clark Ave	Hot Wells	Coney Ave	Even Side
3	2014	Cosgrove St	Clark Ave	Anita St	Both Sides
3	2014	Haggin St.	Lynhurst	Stanfield	Both Sides
3	2014	Hallie Ave	Hiawatha	Vanderbilt	Both Sides
4	2014	Dumont Dr	Cedarhurst Dr	Springvale Dr	Both Sides
4	2014	Hackamore Ln	Bronco Ln	Westrock Dr	Odd Side
4	2014	Kindred St	Bobcat Ln	Navajo St	Even Side
4	2014	Little Crk	Great Spirit	Rain Dance Dr	Both Sides
4	2014	Prairie Hill	Fairmeadows	Goose Crk	Both Sides
4	2014	Rain Dance Dr	Little Crk	War Cloud Dr	Both Sides
5	2014	Aurora Ave	Nw 36th St	Nw 38th St	Odd Side
5	2014	Baker	Creighton Ave	Dead End	Both Sides
5	2014	Memorial St	Mayberry	Blueridge	Both Sides
5	2014	Menchaca	N General Mcmullen	Nw 28th St	Both Sides
5	2014	Nw 36th St	Dead End	Aurora Ave	Both Sides
5	2014	S Laredo St	Cibolo St	Trinity	Even Side
6	2014	Hunt Ln	Garden Brook	Marbach Rd	Even Side
6	2014	Jean Verte	Chinon	Roquefort	Even Side
6	2014	Military Drive	Richland Hills	Reed Rd.	Odd Side
6	2014	N Ellison Dr	W Military Dr	Wiseman Blvd	Even Side
6	2014	Village Pkwy	Raba Dr	Cross Spg	Both Sides
7	2014	Bangor St	Hillcrest Dr	Nw 36th St	Both Sides
7	2014	Camino Santa Maria	Bradford	Culebra Rd	Even Side
7	2014	Nw 36th St	Bangor St	W Woodlawn	Odd Side
7	2014	W Quill Dr	W Broadview	Benrus	Both Sides
8	2014	Big Meadows Ln	Vance Jackson	Clifton Forge Dr	Both Sides
8	2014	Clifton Forge Dr	Spotswood	Big Meadows	Both Sides
8	2014	Ewing Halsell	Wurzbach Rd	Breezyhill	Both Sides
8	2014	Huebner Oaks	Huebner Rd	Ih 10 W	Even Side
8	2014	Usaa Blvd	Huebner Rd	Fredericksburg Rd	Both Sides
8	2014	Wurzbach Rd	Ewing Halsell	Fredericksburg Rd	Odd Side
9	2014	Brook Holw	Rio Seco	Encino Grande	Both Sides

District	Fiscal Year	Street	From Street	To Street	Side of Street
9	2014	Memory	Tammy	Patricia	Even Side
9	2014	Reverie Ln	W Silver Sands	Fantasia	Odd Side
9	2014	Tammy	Blanco Rd	Memory	Both Sides
9	2014	Timber Oak	Brook Holw	Ridgeboro	Both Sides
10	2014	Oakleaf Dr	N New Braunfels Ave	Kenilworth Blvd	Both Sides
10	2014	O'connor Rd	1200' S/o Anteras Park Rd	Robards Row	Even Side
10	2014	O'connor Rd	Antares Park Rd	Royal Ridge Dr	Odd Side
10	2014	Wilborn	Dead End	Salisbury Dr	Odd Side
1	2015	Basse	Mccullough Ave	San Pedro Ave	Odd Side
1	2015	Belknap St	Melrose Place	W Rosewood Ave	Both Sides
2	2015	Elmhurst Ave	Broadway	N New Braunfels	Both Sides
2	2015	Pershing Ave	Bellview	Avenel	Even Side
2	2015	Pershing Ave	Tuleta & Broadway	Catalpa	Even Side
2	2015	S Palmetto	Wyoming St	E Commerce St	Both Sides
3	2015	E Malone	Lancaster	Probandt St	Even Side
3	2015	E Southcross Blvd	Roosevelt Ave	Riverside Dr	Both Sides
3	2015	Glamis Ave	Dollarhide Ave	Chesterfield	Odd Side
3	2015	Pecan Valley Dr	S New Braunfels Ave	Utopia Ln	Even Side
3	2015	Probandt St	Merrick St	Thelka St	Both Sides
3	2015	S New Braunfels Ave	Pecan Valley Dr	Se Military Dr	Even Side
4	2015	El Ray	Cedarhurst Dr	Cul-de-sac	Both Sides
4	2015	Gillette Blvd	Rockwell Blvd	Conde	Even Side
4	2015	Marbach Rd	Hunt Ln	Cable Ranch Rd	Even Side
4	2015	Price	Holder Ave	Carmel Ave	Odd Side
5	2015	Topaz St	Arbor Place	Delgado St	Both Sides
5	2015	W Southcross Blvd	New Laredo Hwy	Gifford	Odd Side
6	2015	Copperfield	Queenspoint	Kilmarnoch	Odd Side
6	2015	S San Joaquin	Eldridge Ave	Castroville Rd	Both Sides
6	2015	Westover Hills Blvd	Portola Blvd	Raba	Even Side
7	2015	Alexander Hamilton	Wilson Blvd	Manor Dr	Both Sides
7	2015	Cincinnati Ave	N General Mcmullen	Stonegate Dr	Odd Side
7	2015	Nw 36th St	Culebra Rd	Bangor St	Both Sides
7	2015	Sutton	Dickinson Dr	Wilson Blvd	Both Sides
8	2015	Commerce	Nw Military Hwy	Emerald Hill Dr	Odd Side
8	2015	Roadrunner Way	W Hausman Rd	Utsa Blvd	Even Side
9	2015	Fantasia	Reverie Ln	Raindrop Dr	Odd Side
9	2015	Limelight	Tammy	W Ramsey	Odd Side
10	2015	Randolph Blvd	O' Connor Rd	Ih 35 N Access Rd & Judson Rd	Even Side
1	2016	Cesar Chavez	Urban	Ih 35 S Access Rd	Both Sides
1	2016	Mccullough Ave	Harriett Dr	Oblate	Odd Side
1	2016	Republic Dr	Rexford	Dead End	Both Sides
2	2016	Gembler Rd	Creekview	N Ww White Rd	Even Side
2	2016	Indiana St	S Hackberry St	S Pine St	Both Sides
2	2016	Martin Luther King Dr	S Hackberry St	S Palmetto	Even Side

District	Fiscal Year	Street	From Street	To Street	Side of Street
3	2016	S New Braunfels Ave	Hot Wells	Pecan Valley	Even Side
4	2016	Dugas Dr	Potranco Rd	W Military Dr	Both Sides
4	2016	W Villaret Blvd	Cadiz St	S Zarzamora	Odd Side
5	2016	Nw 19th St	W Martin St	W Commerce St	Both Sides
6	2016	Raba Dr	Westover Hills Blvd	Raba Elementary School	Both Sides
7	2016	Stardust St	Ingram Rd	Ebony Dr	Both Sides
7	2016	Timberhill Dr	Brookport	Grissom	Even Side
8	2016	Babcock Rd	Hollyhock Rd	Welles Way	Odd Side
8	2016	Callaghan Rd	Midvale	Fredericksburg Rd	Odd Side
8	2016	Huebner Rd	Vance Jackson	Ih 10 W Access Rd	Odd Side
9	2016	Bitters Rd	Heimer Rd	Old Bitters Rd	Odd Side
9	2016	Coach Rd	Blanco Rd	W Ramsey	Even Side
9	2016	Mt Serolod	Mt Boracho	Blanco Rd	Both Sides
9	2016	Starcrest Dr	Old Bitters Rd	Jones Maltsberger Rd	Even Side
10	2016	Bent Bow	Brookside	Robin Rest Dr	Both Sides
10	2016	Chevy Chase Dr	Eisenhauer Rd	Irvington Dr	Odd Side
10	2016	Eisenhauer Rd	Robin Rest Dr	Thrush View Ln	Odd Side
10	2016	Robin Rest Dr	Bent Bow	Eisenhauer Rd	Both Sides
10	2016	Thousand Oaks	Nacogdoches Rd	Alamo Blanco	Odd Side
1	2017	Melrose Place	Belknap St	Cosa City Limits	Both Sides
1	2017	San Angelo	Catalina	Capitol	Both Sides
1	2017	Tiffany Dr	Briarfield Dr	Marlborough Dr	Both Sides
2	2017	Gembler Rd	Paulsun	Creekview	Even Side
2	2017	S Palmetto	Martin Luther King Dr	Nevada	Both Sides
3	2017	Dollarhide Ave	E Palfrey Ave	Pecan Valley Dr	Even Side
3	2017	E Southcross Blvd	Gittinger	S Ww White Rd	Odd Side
3	2017	Pennystone Ave	Kellis Ave	Stringfellow Dr	Even Side
4	2017	Harness Ln	Marbach Rd	Bronco Ln	Even Side
4	2017	Old Sky Harbor	Old Pearsall Rd	Mariner St	Both Sides
5	2017	N Hamilton Ave	W Houston St	W Commerce St	Both Sides
5	2017	Pendleton	Frio City Rd	Homecrest	Both Sides
5	2017	W Salinas	N Spring	N Hamilton Ave	Both Sides
5	2017	W Salinas	Murry St	N Zarzamora	Both Sides
6	2017	Cable Ranch Rd	Waters Edge Dr	Garden Brook	Odd Side
6	2017	N Ellison Dr	W Military Dr	Wiseman Blvd	Odd Side
7	2017	Eckhert Rd	North Holw	Huebner Rd	Both Sides
7	2017	Loma Linda Dr	Balcones Heights Rd	Williamsburg	Odd Side
8	2017	Babcock Rd	Chedder Dr	Bender	Odd Side
8	2017	Babcock Rd	Hamilton Wolfe	Merton Minter	Both Sides
8	2017	Callaghan Rd	Woodlake Dr	Midvale	Odd Side
8	2017	Floyd Curl	L E Fite Dr	Sid Katz Dr	Both Sides
9	2017	Lockhill-selma Rd	Dreamland	Whispering Wind	Both Sides
9	2017	Patricia Dr	Blanco Rd	Reverie Ln	Even Side
9	2017	Sinsonte	Vance Jackson	Broadripple	Odd Side

District	Fiscal Year	Street	From Street	To Street	Side of Street
9	2017	Starcrest Dr	Jones Malltsberger Rd	1700 Ft. +/- East	Odd Side
10	2017	Bretton Rdg	Rock Croft Dr	Perrin Beitel	Both Sides
10	2017	Kenilworth Blvd	Eisenhauer Rd	Northridge Dr	Both Sides
1	2018	Blanco Rd	W Mulberry Ave	W Agarita Ave	Odd Side
1	2018	Jackson	W Elmira St	W Poplar St	Even Side
1	2018	N Flores St	W Euclid Ave	Cadwallader	Even Side
1	2018	Texas Ave	N Zarzamora	Alexander Rd	Both Sides
1	2018	W Euclid Ave	Lewis St	San Pedro Ave	Even Side
1	2018	W Poplar St	San Pedro Ave	Jackson	Even Side
1	2018	W Woodlawn	Ripley Ave	Aganier Ave	Both Sides
2	2018	Gulf St	N New Braunfels Ave	N Rosary St	Both Sides
3	2018	Halliday Ave	S New Braunfels Ave	Stanfield	Both Sides
3	2018	Koehler Ct	S New Braunfels Ave	State St	Even Side
3	2018	Koehler Ct	Groos Ave	Russi St	Even Side
3	2018	Linda Lou Dr	Carol Ann	S New Braunfels Ave	Both Sides
3	2018	Montrose	Russi St	S New Braunfels Ave	Both Sides
3	2018	Russi St	Avondale Ave	S New Braunfels Ave	Odd Side
4	2018	Bynum Ave	Sw Military Dr	New Laredo Hwy	Even Side
4	2018	Five Palms Dr	Buckhorn Rd	Lackland A F B	Even Side
4	2018	Five Palms Dr	Tropicana Place	Century Dr	Even Side
4	2018	Royalgate Dr	W Military Dr	Knoll Krest Dr	Both Sides
4	2018	S Zarzamora	Sw Military Dr	Ih 35 S	Even Side
4	2018	W Hutchins Place	Hilton Ave	S Zarzamora	Even Side
5	2018	Bonita	W Durango Blvd	San Luis St	Both Sides
5	2018	Fitch St	S Zarzamora	Somerset Rd	Both Sides
5	2018	S Hamilton Ave	W Commerce St	Buena Vista St	Both Sides
5	2018	S Zarzamora	W Harlan Ave	Brunswick Blvd	Even Side
5	2018	S Zarzamora	Milvid Ave	Berlin Ave	Even Side
5	2018	W Durango Blvd	S Pecos La Trinidad	S Frio	Even Side
5	2018	Wallace St	Lillita Ct	Inca	Both Sides
6	2018	Ingram Rd	Crown Haven	Pipers Crk	Both Sides
6	2018	Jay William	S San Joaquin	Genova	Both Sides
6	2018	Old Us Hwy 90 W	W Durango Blvd	Sw 37th St	Even Side
7	2018	Bennington Dr	Callaghan Rd	Darwin Dr	Odd Side
7	2018	Darwin	Ingram Rd	Bennington Dr	Odd Side
7	2018	Evers Rd	Borg Ln	Angie Place	Odd Side
7	2018	Evers Rd	Locker Ln	Forest Dell	Both Sides
8	2018	Babcock Rd	Baywater Dr	E Beverly Mae Dr	Odd Side
8	2018	Babcock Rd	Accolon Dr	Lorelei	Odd Side
8	2018	Louis Pasteur	Floyd Curl	Fredericksburg Rd	Even Side
8	2018	Medical Dr	Fairhaven St	Fredericksburg Rd	Odd Side
8	2018	Wurzbach Rd	Live Oak Rd	Fern Glen	Odd Side
9	2018	West Ave	Blanco Rd	Afterglow	Even Side
9	2018	West Ave	Lockhill-selma Rd	Spanish Oaks	Both Sides

District	Fiscal Year	Street	From Street	To Street	Side of Street
9	2018	West Ave	Afterglow	W Rhapsody	Even Side
10	2018	Crownhill Blvd	N New Braunfels Ave	Busby Dr	Even Side
10	2018	E Sunset Rd	Broadway & W Sunset Rd	Sunset Court	Odd Side
10	2018	Middlebury Dr	Salisbury Dr	Nacogdoches Rd	Even Side
10	2018	Rocky Crk	Fox Crk	Cloudy Rdg	Odd Side

District	Fiscal Year	Street 1	Street 2	Project Type
2	2014	Broadway	Burr Rd	Existing Wood Pole Bring to Current COSA Standard
2	2014	Foster Meadows	Rigsby Ave	New Warranted Signal
5	2014	Centennial Blvd	S Zarzamora	Existing Wood Pole Bring to Current COSA Standard
10	2014	Eisenhauer Rd	Vandiver	New Warranted Signal
1	2015	Blanco Rd	Langton Dr	Existing Wood Pole Bring to Current COSA Standard
1	2015	Broadway	Greenbrier	Existing Wood Pole Bring to Current COSA Standard
2	2015	Midcrown	Walzem	Existing Wood Pole Bring to Current COSA Standard
3	2015	S New Braunfels Ave	E Southcross Blvd	Existing Wood Pole Bring to Current COSA Standard
4	2016	Kelsey Ave	Military Dr Sw	Existing Wood Pole Bring to Current COSA Standard
5	2016	19th St Sw	Buena Vista St	Existing Wood Pole Bring to Current COSA Standard
5	2016	Colorado St S	Commerce St W	Existing Wood Pole Bring to Current COSA Standard
10	2016	Harry Wurzbach	Oakwell Fm Prk	Existing Wood Pole Bring to Current COSA Standard
1	2017	Mulberry Ave W	San Pedro Ave	Existing Wood Pole Bring to Current COSA Standard
3	2017	Logwood Ave	Military Dr Sw	Existing Wood Pole Bring to Current COSA Standard
3	2017	Military Dr Sw	Pleasanton	Existing Wood Pole Bring to Current COSA Standard
5	2017	Gen Mcmullen S	Weir Ave	Existing Wood Pole Bring to Current COSA Standard
1	2018	Mc Carty Rd	San Pedro Ave	Existing Wood Pole Bring to Current COSA Standard
2	2018	Houston St E	Sam Houston Hs	Existing Wood Pole Bring to Current COSA Standard
5	2018	24th St Nw	Martin St W	Existing Wood Pole Bring to Current COSA Standard
7	2018	Merkens St	Wurzbach Rd	Existing Wood Pole Bring to Current COSA Standard

District	Fiscal Year	Street	From Street	To Street	Project Type
1	2014	Alamo St	Ih 35 N Access	Probandt St	Pavement Markings
1	2014	Bowie St	E Market St	4th	Pavement Markings
1	2014	Broadway	Ih 37 S Access	E Commerce St	Pavement Markings
1	2014	E Durango Blvd	Ih 35 S Access	Ih 37 Access	Pavement Markings
1	2014	Main Ave	San Pedro Ave	E Cesar Chavez Blvd	Pavement Markings
1	2014	Pecan St	Broadway	W Martin St	Pavement Markings
1	2014	Ruiz St	N Brazos St	Nw 19th St	Pavement Markings
1	2014	Spencer Ln	Vance Jackson	Balcones Heights Rd	Pavement Markings
1	2014	St Mary's	Ih 35 N Access Rd	E Cesar Chavez Blvd	Pavement Markings
1	2014	Thames Dr	San Pedro Ave	Blanco Rd	Pavement Markings
1	2014	Travis St	N Santa Rosa	Avenue E	Pavement Markings
1	2014	Vance Jackson	Fredericksburg Rd	Callaghan Rd	Pavement Markings
1	2014	W Rector	San Pedro Ave	Mccullough Ave	Pavement Markings
1	2014	Zarzamora	Cincinnati Ave	Perez St	Pavement Markings
2	2014	Gibbs-sprawl Rd	Walzem Rd	Gibbs-sprawl Rd	Pavement Markings
4	2014	Zarzamora	W Mayfield Blvd	City Limit Line	Pavement Markings
5	2014	Kirk Place	Frio City Rd	Leslie Nicole	Pavement Markings
5	2014	Ruiz St	N Frio	N Brazos St	Pavement Markings
5	2014	Ruiz St	Nw 19th St	N General Mcmullen	Pavement Markings
5	2014	Travis St	N Medina	N Frio	Pavement Markings
5	2014	W Durango Blvd	S Pecos La Trinidad	S Frio	Pavement Markings
5	2014	W Durango Blvd	S Comal St	S Minter	Pavement Markings
5	2014	Zarzamora	Perez St	Wagner Ave	Pavement Markings
6	2014	Richland Hills Dr	Sw Loop 410 Access Rd	W Military Dr	Pavement Markings
7	2014	Medical Dr	Babcock Rd	Rowley Rd	Pavement Markings
7	2014	Oakdell Way	Eckhert Rd	Hamilton Wolfe	Pavement Markings
8	2014	Cinnamon Crk	Fredericksburg Rd	Hamilton Wolfe	Pavement Markings
8	2014	Ewing Halsell	Hamilton Wolfe	Louis Pasteur	Pavement Markings
8	2014	Floyd Curl	Huebner Rd	Louis Pasteur	Pavement Markings
8	2014	Hamilton Wolfe	Fredericksburg Rd	Babcock Rd	Pavement Markings
8	2014	John Smith Dr	Babcock Rd	Von Scheele Dr	Pavement Markings
8	2014	Louis Pasteur	Fredericksburg Rd	Babcock Rd	Pavement Markings
8	2014	Medical Dr	Fredericksburg Rd	Babcock Rd	Pavement Markings
8	2014	Merton Minter	Babcock Rd	Wurzbach Rd	Pavement Markings
8	2014	Vance Jackson	Wurzbach Rd	La Cantera Pkwy	Pavement Markings
8	2014	Von Scheele Dr	Wurzbach Rd	Medical Dr	Pavement Markings
9	2014	Broken Oak Dr	Thousand Oaks	Turkey Ledge	Pavement Markings
9	2014	Caliza Dr	E Evans Rd	Encino Rio	Pavement Markings
9	2014	Canyon Golf Rd	City Limit Line	Stone Oak Pkwy	Pavement Markings
9	2014	Churchill Estates Blvd	Huebner Rd	Blanco Rd	Pavement Markings
9	2014	Encino Rio	Us Hwy 281 N	E Evans Rd	Pavement Markings
9	2014	Evans Rd	Stone Oak Pkwy	Bulverde Rd	Pavement Markings
9	2014	Heimer Rd	Us Hwy 281 N Access Rd	Broken Oak Dr	Pavement Markings
9	2014	Nakoma	Jones Maltsberger Rd	West Ave	Pavement Markings

District	Fiscal Year	Street	From Street	To Street	Project Type
9	2014	Vance Jackson	Algerita	Nantucket Dr	Pavement Markings
1,7	2014	Zarzamora	Fredericksburg	Cincinnati Ave	Pavement Markings
1,9	2014	Vance Jackson	Callaghan Rd	Algerita	Pavement Markings
4,5	2014	Zarzamora	Wagner Ave	W Mayfield Blvd	Pavement Markings
7,8	2014	Hamilton Wolfe	Babcock Rd	Oakdell Way	Pavement Markings
7,8	2014	Oakdell Way	Hamilton Wolfe	Lamb Rd	Pavement Markings
8,9	2014	Vance Jackson	Nantucket Dr	Wurzbach Rd	Pavement Markings
1	2015	4th St	N River Walk	Avenue A	Pavement Markings
1	2015	Camaron	Ih 35 N Access	W Commerce St	Pavement Markings
1	2015	College St	N St Mary's	Losoya	Pavement Markings
1	2015	Commerce St	Ih 37 S Access	Ih 35 S Access Rd	Pavement Markings
1	2015	Crockett St	N St Mary's	Alamo Plaza	Pavement Markings
1	2015	Dolorosa	Ih 35 S Access Rd	Main Plaza	Pavement Markings
1	2015	Dwyer Ave	E Cesar Chavez Blvd	Villita St	Pavement Markings
1	2015	Flores St	Ashby Place	S Alamo St	Pavement Markings
1	2015	Houston St	Ih 37 S Access Rd	Ih 35 S Access Rd	Pavement Markings
1	2015	Laredo St	W Houston St	W Nueva	Pavement Markings
1	2015	Lexington Ave	Ih 35 N Access Rd	N River Walk	Pavement Markings
1	2015	Main Plaza	Villita St	W Market St	Pavement Markings
1	2015	Market St	Main Plaza	Ih 37 S Access Rd	Pavement Markings
1	2015	Mccullough Ave	Ih 35 N Access Rd	Ih 37 S Access Rd	Pavement Markings
1	2015	Nueva	Ih 35 S Access Rd	S Alamo St	Pavement Markings
1	2015	Quincy	Ih 35 N Access Rd	Ih 35 N Access Rd	Pavement Markings
1	2015	San Saba	W Martin St	Nueva	Pavement Markings
1	2015	Soledad St	E Commerce St	Navarro St	Pavement Markings
1	2015	Villita St	Navarro St	Dwyer Ave	Pavement Markings
2	2015	Gevers St	Westfall Ave	Sherman St	Pavement Markings
2	2015	Kingston	Lanark Dr	Judivan	Pavement Markings
2	2015	Pecan Valley Dr	Ih 10 E Access Rd	Roland Ave	Pavement Markings
3	2015	Dollarhide Ave	E Palfrey Ave	Skyridge Ave	Pavement Markings
3	2015	E Highland Blvd	S Hackberry St	Clark Ave	Pavement Markings
3	2015	Flores St	Pleasanton Rd	Hafer	Pavement Markings
3	2015	Flores St	Edmunds	Ashley Rd	Pavement Markings
3	2015	Moursund Blvd	Pleasanton Rd	Pleasanton Rd	Pavement Markings
3	2015	Pecan Valley Dr	S New Braunfels Ave	Roland Ave	Pavement Markings
3	2015	Pleasanton Rd	Brighton St	City Limit Line	Pavement Markings
3	2015	S Gevers St	Westfall St	Monticello Ct	Pavement Markings
3	2015	Skyridge Ave	Hiawatha	Dollarhide Ave	Pavement Markings
4	2015	Barlite Blvd	Ih 35 S Access Rd	Kendalia Ave	Pavement Markings
5	2015	Dolorosa	Ih 35 N Access Rd	N Pecos La Trinidad	Pavement Markings
5	2015	Flores St	W Fest St	Mitchell	Pavement Markings
5	2015	Flores St	Tommins	Beatrice	Pavement Markings
5	2015	Houston St	Ih 35 N Access Rd	N Pecos La Trinidad	Pavement Markings
5	2015	Nueva	Ih 35 N Access Rd	N Pecos La Trinidad	Pavement Markings

District	Fiscal Year	Street	From Street	To Street	Project Type
5	2015	Pleasanton Rd	Tommins Ave	Beatrice Ave	Pavement Markings
7	2015	Evers Rd	Bandera Rd	Prentiss Dr	Pavement Markings
7	2015	Huebner Rd	Babcock Rd	Redbird Ln	Pavement Markings
8	2015	Huebner Rd	Babcock Rd	Emerald Hill Dr	Pavement Markings
8	2015	Old Prue Rd	Bandera Rd	Prue Rd	Pavement Markings
8	2015	Prue Rd	Shady Elms	Bandera Rd	Pavement Markings
8	2015	Prue Rd	Valencia Path	Terra Rye	Pavement Markings
8	2015	Prue Rd	Fredericksburg Rd	Babcock Rd	Pavement Markings
9	2015	Crescent Oaks	Hardy Oak Blvd	Knights Cross Dr	Pavement Markings
9	2015	Gold Canyon Rd	N Loop 1604 E Access Rd	Henderson Pass	Pavement Markings
9	2015	Hardy Oak Blvd	City Limit Line	Dead End	Pavement Markings
9	2015	Huebner Rd	Emerald Hill Dr	Summer Knoll	Pavement Markings
9	2015	Knights Cross Dr	Evans Rd	Promontory Cir	Pavement Markings
9	2015	Promontory Cir	Wilderness Oak	Wilderness Oak	Pavement Markings
10	2015	Bellcrest	Higgins	Bell	Pavement Markings
10	2015	Gold Canyon Rd	Loop 1604	Henderson Pass	Pavement Markings
10	2015	Krugerrand Dr	Loop 1604 E Access	Henderson Pass	Pavement Markings
1,5	2015	Flores St	S Alamo St	W Fest St	Pavement Markings
2,3	2015	New Sulphur Spgs	Se Loop 410 Access Rd	S Foster Rd	Pavement Markings
3,5	2015	Flores St	W Mitchell St	Pleasanton Rd	Pavement Markings
3,5	2015	Flores St	Hafer	Tommins	Pavement Markings
3,5	2015	Flores St	Beatrice	Edmunds	Pavement Markings
3,5	2015	Pleasanton Rd	S Flores St	Tommins Ave	Pavement Markings
3,5	2015	Pleasanton Rd	Beatrice Ave	Brighton St	Pavement Markings
7,8	2015	Prue Rd	Babcock Rd	Valencia Path	Pavement Markings
7,8	2015	Prue Rd	Terra Rye	Shady Elms	Pavement Markings
1	2016	3rd St	Taylor St	Bonham	Pavement Markings
1	2016	Baltimore	N St Mary's	E Quincy	Pavement Markings
1	2016	Gardina	Fredericksburg Rd	Vance Jackson	Pavement Markings
1	2016	Giraud	N Main Ave	Augusta	Pavement Markings
1	2016	Hildebrand Ave	Us Hwy 281 N Access	Fredericksburg Rd	Pavement Markings
1	2016	Isom Rd	San Pedro Ave	Oasis Dr	Pavement Markings
1	2016	Jefferson	Auditorium Cir	E Houston St	Pavement Markings
1	2016	Jones Ave	N St Mary's	Ih 37 S Access Rd	Pavement Markings
1	2016	Lexington Ave	Ih 35 N Access Rd	N Main Ave	Pavement Markings
1	2016	Martin St	Ih 35 N Access Rd	Taylor St	Pavement Markings
1	2016	Mccullough Ave	Ih 35 N Access Rd	Coronet	Pavement Markings
1	2016	Navarro St	San Pedro Ave	S St Mary's	Pavement Markings
1	2016	Perez St	W Martin St	Columbus	Pavement Markings
1	2016	Presa St	E Houston St	E Cesar Chavez Blvd	Pavement Markings
1	2016	Richmond	Quincy Ave	St Mary's	Pavement Markings
1	2016	Santa Rosa	W Cesar Chavez Blvd	Kingsbury	Pavement Markings
2	2016	Amanda	Martin Luther King Dr	Roland Ave	Pavement Markings
2	2016	E Hildebrand Ave	Us Hwy 281 N Access Rd	N New Braunfels Ave	Pavement Markings

District	Fiscal Year	Street	From Street	To Street	Project Type
2	2016	Holbrook	Austin Hwy	Rittiman Rd	Pavement Markings
2	2016	Jones Ave	Ih 37 S	Austin St	Pavement Markings
2	2016	N New Braunfels Ave	Westfall Ave	Burr Rd	Pavement Markings
2	2016	Spriggsdale	E Commerce St	Martin Luther King Dr	Pavement Markings
3	2016	E Mitchell St	S Presa St	Mission Rd	Pavement Markings
3	2016	Old Corpus Christi Rd	S Presa St	City Limit Line	Pavement Markings
3	2016	S New Braunfels Ave	Se Military Dr	Westfall Ave	Pavement Markings
4	2016	Crickett Dr	Billy Mitchell Blvd	Calgary	Pavement Markings
4	2016	N Frank Luke Dr	Buckner St	Growdon Rd	Pavement Markings
5	2016	Admiral Dr	Plainview Dr	Culebra Rd	Pavement Markings
5	2016	Esmeralda Dr	Inez Ave	Plainview Dr	Pavement Markings
5	2016	Frio	Ih 35 Acess Rd	I 10 W Access	Pavement Markings
5	2016	General Mcmullen	Calgary	Culebra Rd	Pavement Markings
5	2016	Martin St	Ih 35 N Access Rd	Haven For Hope Way	Pavement Markings
5	2016	Nw 36th St	W Commerce St	Inez Ave	Pavement Markings
5	2016	Sw 36th St	Growdon Rd	Castroville Rd	Pavement Markings
6	2016	Cliffbrier	Culebra Rd	Dover Rdg	Pavement Markings
6	2016	Old Tezel Rd	Guilbeau Rd	Tezel Rd	Pavement Markings
6	2016	Sw 36th St	Castroville Rd	W Commerce St	Pavement Markings
7	2016	Donaldson Ave	Fredericksburg Rd	E Quill Dr	Pavement Markings
7	2016	General Mcmullen	Culebra Rd	Bandera Rd	Pavement Markings
7	2016	Hemphill St	Callaghan Rd	Benrus Dr	Pavement Markings
7	2016	Hillcrest Dr	Willard Dr	Babcock Rd	Pavement Markings
7	2016	N Elmendorf	Culebra Rd	Fredericksburg Rd	Pavement Markings
7	2016	Nw 36th St	Culebra Rd	Willard Dr	Pavement Markings
7	2016	Old Tezel Rd	Braun Rd	Guilbeau Rd	Pavement Markings
7	2016	Pelican Oak Dr	Silver Crown	Ashstone Hill	Pavement Markings
7	2016	Silverbrook Place	Braun Rd	Summerbrook	Pavement Markings
7	2016	St Cloud	Bandera Rd	Babcock Rd	Pavement Markings
7	2016	Stonecroft	Bandera Rd	Stonefield Place	Pavement Markings
8	2016	Colony Dr	Ih 10 W Access Rd	Vance Jackson	Pavement Markings
8	2016	Quincy Lee Dr	Bandera Rd	Cul-de-sac	Pavement Markings
9	2016	Isom Rd	Oasis Dr	Jones Maltsberger Rd	Pavement Markings
9	2016	Mt Perkins	Blanco Rd	Cerro Alto	Pavement Markings
9	2016	Stone Oak Pkwy	Us Hwy 281 N Access Rd	N Loop 1604 E Access Rd	Pavement Markings
9	2016	Tpc Pkwy	Us Hwy 281 N Access Rd	Bulverde Rd	Pavement Markings
10	2016	Grand Park Dr	Weidner Rd	Royal Ridge	Pavement Markings
10	2016	N New Braunfels Ave	Loop 410 Access	Rittiman Rd	Pavement Markings
3,5	2016	Mitchell St	Mission Rd	S Flores St	Pavement Markings
1	2017	Alamo	Ih 35 N Access	Cesar Chavez Blvd	Pavement Markings
1	2017	Bowie St	E Market St	4th	Pavement Markings
1	2017	Broadway	Ih 37 S Access	E Commerce St	Pavement Markings
1	2017	Callaghan Rd	Vance Jackson	Cul-de-sac	Pavement Markings
1	2017	E Durango Blvd	Ih 35 S Access	Ih 37 Access	Pavement Markings

District	Fiscal Year	Street	From Street	To Street	Project Type
1	2017	Main Ave	San Pedro Ave	E Cesar Chavez Blvd	Pavement Markings
1	2017	Mccarty	Blanco Rd	San Pedro Ave	Pavement Markings
1	2017	Pecan St	Broadway	W Martin St	Pavement Markings
1	2017	Rampart	Mccullough Ave	San Pedro Ave	Pavement Markings
1	2017	Ramsey	Plymouth Ave	Lorene	Pavement Markings
1	2017	St Mary's	Ih 35 N Access Rd	E Cesar Chavez Blvd	Pavement Markings
1	2017	Travis St	N Santa Rosa	Avenue E	Pavement Markings
1	2017	W Martin St	N Brazos St	N Calaveras	Pavement Markings
2	2017	Houston St	N Cherry	S Ww White Rd	Pavement Markings
2	2017	Lanark Dr	Ih 35 N Access Rd	Austin Hwy	Pavement Markings
2	2017	Perrin Beitel	Ne Loop 410 Access Rd	Austin Hwy	Pavement Markings
2	2017	Ray Bon Dr	Eisenhauer Rd	Village Haven	Pavement Markings
2	2017	Walzem Rd	Ih 35 N Access Rd	Austin Hwy	Pavement Markings
3	2017	Hot Wells	S Presa St	Goliad Rd	Pavement Markings
4	2017	Hunt Ln	Us Hwy 90 W Access Rd	Marbach Rd	Pavement Markings
4	2017	Hunt Ln	Potranco Rd	State Hwy 151 Access Rd	Pavement Markings
4	2017	Marbach Rd	Ingram Rd	City Limit Line	Pavement Markings
4	2017	Medina Base Rd	Ray Ellison Blvd	Old Pearsall Rd	Pavement Markings
5	2017	Roosevelt Ave	Ih 10 E Access Rd	S St Mary's	Pavement Markings
5	2017	Travis St	N Medina	N Frio	Pavement Markings
5	2017	W Durango Blvd	S Pecos La Trinidad	S Frio	Pavement Markings
5	2017	W Martin St	N Calaveras	N General Mcmullen	Pavement Markings
5	2017	W Martin St	Haven For Hope Way	N Brazos St	Pavement Markings
6	2017	Bowens Crossing	Ardash Ln	W Loop 1604 N	Pavement Markings
6	2017	Callaghan Rd	Us Hwy 90 W Access Rd	W Commerce St	Pavement Markings
6	2017	Dover Rdg	Tezel Rd	Ardash Ln	Pavement Markings
6	2017	Hunt Ln	State Hwy 151 Access Rd	Westover Hills Blvd	Pavement Markings
6	2017	Hunt Ln	Marbach Rd	Old Hunt Ln	Pavement Markings
6	2017	Marbach Rd	Pinn Rd	Rawhide Ln	Pavement Markings
6	2017	Pinn Rd	Us Hwy 90 W Access Rd	W Commerce St	Pavement Markings
6	2017	Reed Rd	W Military Dr	Culebra Rd	Pavement Markings
6	2017	Timber View Dr	Star Creek Dr	Pipers Ln	Pavement Markings
7	2017	Callaghan Rd	Ingram Rd	Babcock Rd	Pavement Markings
7	2017	Mainland	Bandera Rd	Tezel Rd	Pavement Markings
7	2017	W Woodlawn	Ripley Ave	Maiden Ln	Pavement Markings
7	2017	Wurzbach Rd	Timberhill Dr	Babcock Rd	Pavement Markings
8	2017	De Zavala Rd	Lockhill-selma Rd	Babcock Rd	Pavement Markings
8	2017	Wurzbach Rd	Babcock Rd	Vance Jackson	Pavement Markings
9	2017	E Ramsey	Jones Maltsberger Rd	Plymouth Ave	Pavement Markings
9	2017	W Ramsey	Lorene	Blanco Rd	Pavement Markings
10	2017	Urban Crest	Harry Wurzbach	Vandiver	Pavement Markings
1,8	2017	Callaghan Rd	Pinebrook Dr	Rock Creek Run	Pavement Markings
1,9	2017	Callaghan Rd	Rock Creek Run	Vance Jackson	Pavement Markings
4,6	2017	Hunt Ln	Old Hunt Ln	Potranco Rd	Pavement Markings

District	Fiscal Year	Street	From Street	To Street	Project Type
4,6	2017	Marbach Rd	Rawhide Ln	Ingram Rd	Pavement Markings
6,7	2017	Callaghan Rd	W Commerce St	Ingram Rd	Pavement Markings
6,7	2017	Wurzbach Rd	Nw Loop 410 Access Rd	Timberhill Dr	Pavement Markings
7,8	2017	Callaghan Rd	Babcock Rd	Pinebrook Dr	Pavement Markings
8,9	2017	Wurzbach Rd	Vance Jackson	Lockhill-selma Rd	Pavement Markings
1	2018	4th St	N River Walk	Avenue A	Pavement Markings
1	2018	Blanco Rd	Loop 410 Access	Jackson-keller	Pavement Markings
1	2018	Camaron	Ih 35 N Access	W Commerce St	Pavement Markings
1	2018	College St	N St Mary's	Losoya	Pavement Markings
1	2018	Commerce St	Ih 37 S Access	Ih 35 S Access Rd	Pavement Markings
1	2018	Crockett St	N St Mary's	Alamo Plaza	Pavement Markings
1	2018	Dolorosa	Ih 35 S Access Rd	Main Plaza	Pavement Markings
1	2018	Dora St	San Pedro Ave	Mccullough Ave	Pavement Markings
1	2018	Dwyer Ave	E Cesar Chavez Blvd	Villita St	Pavement Markings
1	2018	Flores St	Ih 35 S Access	Arsenal	Pavement Markings
1	2018	Fresno	Fredericksburg Rd	San Pedro Ave	Pavement Markings
1	2018	Houston St	Ih 37 S Access Rd	Ih 35 S Access Rd	Pavement Markings
1	2018	Laredo St	W Houston St	W Nueva	Pavement Markings
1	2018	Lexington Ave	Ih 35 N Access Rd	N River Walk	Pavement Markings
1	2018	Main Plaza	Villita St	W Market St	Pavement Markings
1	2018	Market St	Main Plaza	Ih 37 S Access Rd	Pavement Markings
1	2018	Mccullough Ave	Ih 35 N Access Rd	Ih 37 S Access Rd	Pavement Markings
1	2018	Nueva	Ih 35 S Access Rd	S Alamo St	Pavement Markings
1	2018	Presa St	E Cesar Chavez Blvd	W Boyer	Pavement Markings
1	2018	Quincy	Ih 35 N Access Rd	Ih 35 N Access Rd	Pavement Markings
1	2018	San Saba	W Martin St	Nueva	Pavement Markings
1	2018	Soledad St	E Commerce St	Navarro St	Pavement Markings
1	2018	St Mary's	E Cesar Chavez Blvd	W Carolina St	Pavement Markings
1	2018	St Mary's	Ih 35 N Access Rd	E Mulberry Ave	Pavement Markings
1	2018	Villita St	Navarro St	Dwyer Ave	Pavement Markings
1	2018	West Ave	W Hildebrand Ave	Jackson-keller Rd	Pavement Markings
2	2018	Eisenhauer Rd	Austin Hwy	Woodlake Pkwy	Pavement Markings
2	2018	Funston Place	Broadway	Old Austin Rd	Pavement Markings
2	2018	Montana	S Mesquite St	S Rio Grande St	Pavement Markings
3	2018	Presa St	Ih 10 E Access Rd	Se Military Dr	Pavement Markings
3	2018	S Ww White Rd	Se Loop 410 Access Rd	City Limit Line	Pavement Markings
4	2018	Five Palms Dr	W Military Dr	Port Victoria	Pavement Markings
4	2018	Ray Ellison Blvd	Us Hwy 90 W Access Rd	Old Pearsall Rd	Pavement Markings
5	2018	Buena Vista St	S Comal St	Nw 22nd St	Pavement Markings
5	2018	Dolorosa	Ih 35 N Access Rd	N Pecos La Trinidad	Pavement Markings
5	2018	Houston St	Ih 35 N Access Rd	N Pecos La Trinidad	Pavement Markings
5	2018	Nueva	Ih 35 N Access Rd	N Pecos La Trinidad	Pavement Markings
5	2018	Presa St	W Boyer	Ih 10 E Access Rd	Pavement Markings
6	2018	Alexa Place	Senisa Spgs	Lauren Mist	Pavement Markings

District	Fiscal Year	Street	From Street	To Street	Project Type
6	2018	Rim Rock Trl	Culebra Rd	Cul-de-sac	Pavement Markings
6	2018	Senisa Spgs	Lauren Mist	Westover Hills Blvd	Pavement Markings
6	2018	Tezel Rd	Grissom Rd	Guilbeau Rd	Pavement Markings
6	2018	Timber Path	Grissom Rd	Les Harrison Dr	Pavement Markings
7	2018	Tezel Rd	Braun Rd	Silent Oaks	Pavement Markings
7	2018	Thunder Dr	Nw Loop 410 Access Rd	Callaghan Rd	Pavement Markings
9	2018	Bitters Rd	N Loop 1604 W Access Rd	Wurzbach Pkwy	Pavement Markings
9	2018	Interpark Blvd	Us Hwy 281 N Access Rd	West Ave	Pavement Markings
9	2018	Walker Ranch	W Bitters Rd	Wood Valley	Pavement Markings
9	2018	West Ave	Lockhill-selma Rd	W Bitters Rd	Pavement Markings
9	2018	Wood Valley	W Bitters Rd	West Ave	Pavement Markings
10	2018	Bulverde Rd	Stahl	Classen	Pavement Markings
10	2018	Eisenhauer Rd	N New Braunfels Ave	Austin Hwy	Pavement Markings
10	2018	Toepperwein Rd	Nacogdoches	Lookout	Pavement Markings
1,5	2018	St Mary's	W Carolina St	Roosevelt Ave	Pavement Markings
7,8	2018	Tezel Rd	Bandera Rd	Braun Rd	Pavement Markings

District	Fiscal Year	Street or Intersection	From	To	Project Type
1	2014	Intersection	Commerce St	Soledad St	Audible Countdown Pedestrian Signals
1	2014	Intersection	Commerce St	Main St	Audible Countdown Pedestrian Signals
1	2014	Intersection	Dolorosa	Main St	Audible Countdown Pedestrian Signals
1	2014	Intersection	Oblate	Blanco Rd	Audible Countdown Pedestrian Signals
1	2014	Intersection	San Pedro Ave	North Star Mall	Audible Countdown Pedestrian Signals
1	2014	Intersection	W Market St	Main Plaza	Audible Countdown Pedestrian Signals
5	2014	Intersection	24th St	Commerce St	Audible Countdown Pedestrian Signals
5	2014	Intersection	Hoover Ave	Nogalitos St	Audible Countdown Pedestrian Signals
8	2014	Intersection	Vance Jackson	Woodstone	Audible Countdown Pedestrian Signals
8	2014	Intersection	Wurzbach	Colonaide Mall/heb	Audible Countdown Pedestrian Signals
1	2014	N Flores St	E Fredericksburg Rd	Dolorosa	Bike - Lane
2	2014	E Grayson St	Broadway	N New Braunfels Ave	Bike - Lane
2	2014	Semlinger Rd	Lord Rd	Rigsby Ave	Bike - Lane
3	2014	Hot Wells	S Presa St	Goliad Rd	Bike - Lane
3	2014	Steves Ave	Probandt St	Clark Ave	Bike - Lane
5	2014	W Commerce St	S San Joaquin	Sw 19th St	Bike - Lane
10	2014	Toepperwein Rd	Ih 35 N	Lookout Rd	Bike - Lane
1	2014	Dresden	West Ave	Blanco Rd	Bike - Route
1	2014	Mertz Dr	E Rector	Oblate	Bike - Route
2	2014	Lord Rd	Ww White Rd	Semlinger Rd	Bike - Route
3	2014	Curtis St	E Southcross Blvd	E Harding Blvd	Bike - Route
3	2014	Mission Rd	Se Military Dr	Mission Pkwy	Bike - Route
7	2014	Clearview Dr	Callaghan Ave	Hillcrest Dr	Bike - Route
7	2014	Sunshine Place	Hillcrest Dr	Dickinson Dr	Bike - Route
10	2014	Green Spring Dr	Rowe Dr	Bulverde Rd	Bike - Route
1	2014	Intersection	E Josephine St	Broadway	Bus Pad
1	2014	Intersection	E Josephine St	Avenue B	Bus Pad
1	2014	Intersection	San Pedro Ave	La Manda Blvd	Bus Pad
1	2014	Intersection	San Pedro Ave	La Manda Blvd	Bus Pad
2	2014	Intersection	Midcrown Dr	Charles Windham	Bus Pad
2	2014	Intersection	Midcrown Dr	Gawain Dr	Bus Pad
2	2014	Intersection	Yucca St	Aurelia St	Bus Pad
3	2014	Intersection	Goliad Rd	Avondale Ave	Bus Pad
3	2014	Intersection	Goliad Rd	Pecan Valley Dr	Bus Pad
3	2014	Intersection	Goliad Rd	Bushick	Bus Pad
5	2014	Intersection	Martin Rd	Comal Cv	Bus Pad
5	2014	Intersection	Martin Rd	N Comal St	Bus Pad
5	2014	Intersection	S Colorado St	Buena Vista St	Bus Pad
5	2014	Intersection	S Colorado St	Buena Vista St	Bus Pad
5	2014	Intersection	S Frio	0	Bus Pad
5	2014	Intersection	S Frio	Martin Rd	Bus Pad
7	2014	Intersection	Bandera Rd	Mainland	Intersection Improvement - Construction
1	2014	Intersection	Cage	San Pedro Ave	Traffic Signal Detection

District	Fiscal Year	Street or Intersection	From	To	Project Type
1	2014	Intersection	Jackson-keller Rd	Orland Park	Traffic Signal Detection
2	2014	Intersection	N Foster Rd	Seguin Rd	Traffic Signal Detection
5	2014	Intersection	Sw 29th St	W Commerce St	Traffic Signal Detection
5	2014	Intersection	W Martin St	N Medina	Traffic Signal Detection
6	2014	Intersection	Horal Dr	Marbach Rd	Traffic Signal Detection
6	2014	Intersection	W Military Dr	Timbercreek Dr	Traffic Signal Detection
6	2014	Intersection	W Military Dr	Westfield Blvd	Traffic Signal Detection
7	2014	Intersection	Alicia	Culebra Rd	Traffic Signal Detection
7	2014	Intersection	Grissom	Timberhill Dr	Traffic Signal Detection
7	2014	Intersection	Hillcrest Dr	E Sunshine	Traffic Signal Detection
7	2014	Intersection	Nw 36th St	Bangor St	Traffic Signal Detection
8	2014	Intersection	Lockhill-selma Rd	Queens Forest	Traffic Signal Detection
8	2014	Intersection	Merkens	Wurzbach Rd	Traffic Signal Detection
9	2014	Intersection	John Saunders	S Terminal	Traffic Signal Detection
10	2014	Intersection	Astronaut	Nacogdoches Rd	Traffic Signal Detection
10	2014	Intersection	Broadway	Ceegee Ln	Traffic Signal Detection
10	2014	Intersection	Center Gate Dr	Perrin Beitel	Traffic Signal Detection
10	2014	Intersection	Harry Wurzbach	Oakwell Farms Pkwy	Traffic Signal Detection
10	2014	Intersection	Leonhardt Rd	Nacogdoches Rd	Traffic Signal Detection
1	2014	Intersection	Basse	San Pedro Ave	Uninterruptible Power Supplies
2	2014	Intersection	Rigsby Ave	Roland Ave	Uninterruptible Power Supplies
6	2014	Intersection	Callaghan Rd	Old Us Hwy 90 W	Uninterruptible Power Supplies
8	2014	Intersection	Babcock Rd	Huebner Rd	Uninterruptible Power Supplies
8	2014	Intersection	Babcock Rd	Wurzbach Rd	Uninterruptible Power Supplies
8	2014	Intersection	Babcock Rd	Hamilton Wolfe	Uninterruptible Power Supplies
8	2014	Intersection	Whisper Sound	Wurzbach Rd	Uninterruptible Power Supplies
9	2014	Intersection	Airport Blvd	S Terminal	Uninterruptible Power Supplies
1	2015	Intersection	Kerrybrook Ct	Vance Jackson	Audible Countdown Pedestrian Signals
4	2015	Intersection	Barlite Blvd	Sw Military Dr	Audible Countdown Pedestrian Signals
6	2015	Intersection	N General Mcmullen	W Commerce St	Audible Countdown Pedestrian Signals
6	2015	Intersection	W Military Dr	Marbach Rd	Audible Countdown Pedestrian Signals
7	2015	Intersection	Hillcrest Dr	Bandera Rd	Audible Countdown Pedestrian Signals
8	2015	Intersection	Babcock Rd	Hamilton Wolfe	Audible Countdown Pedestrian Signals
8	2015	Intersection	Huebner Rd	Floyd Curl	Audible Countdown Pedestrian Signals
8	2015	Intersection	Louis Pasteur	Floyd Curl	Audible Countdown Pedestrian Signals
10	2015	Intersection	Nacogdoches Rd	Towne Lake Dr	Audible Countdown Pedestrian Signals
10	2015	Intersection	Thousand Oaks	El Sendero	Audible Countdown Pedestrian Signals
1	2015	Mccullough Ave	E French Place	Broadway	Bike - Lane
1	2015	S Presa St	S Alamo St	S Rr Track Past Conrad	Bike - Lane
3	2015	S Presa St	Ih 10 E	Se Military Dr	Bike - Lane
5	2015	S Presa St	S Rr Track Past Conrad	Ih 10 E	Bike - Lane
8	2015	Colony Dr	Ih 10 W	Vance Jackson	Bike - Lane
9	2015	Vance Jackson	Colony Dr	Dreamland	Bike - Path

District	Fiscal Year	Street or Intersection	From	To	Project Type
1	2015	Lexington Ave	Ih 35 N	Broadway	Bike - Route
2	2015	Hays St	N Cherry	Onslow	Bike - Route
3	2015	E Mitchell St	Mission Rd	S Presa St	Bike - Route
3,5	2015	E Mitchell St	S Flores Rd	Mission Rd	Bike - Route
9	2015	Lockhill-selma Rd	Dreamland	Wurzbach Pkwy	Bike - Route Analysis
5,6	2015	W Commerce St	S Acme Rd	S San Joaquin	Bike - Route Analysis
6,7	2015	W Commerce St	S Callaghan Rd	S Acme Rd	Bike - Route Analysis
3	2015	Intersection	S New Braunfels Ave	Pecan Valley	Bus Pad
3	2015	Intersection	S New Braunfels Ave	Koehler Ct	Bus Pad
3	2015	Intersection	S New Braunfels Ave	Hot Wells	Bus Pad
3	2015	Intersection	S New Braunfels Ave	Dunes Ave	Bus Pad
5	2015	Intersection	Laredo Rd	S San Jacinto St	Bus Pad
5	2015	Intersection	N General Mcmullen	Rivas St	Bus Pad
5	2015	Intersection	N General Mcmullen	Blueridge	Bus Pad
5	2015	Intersection	N General Mcmullen	Faust	Bus Pad
5	2015	Intersection	N General Mcmullen	Ruiz St	Bus Pad
5	2015	Intersection	N General Mcmullen	Menchaca	Bus Pad
5	2015	Intersection	N General Mcmullen	Rivas St	Bus Pad
5	2015	Intersection	N General Mcmullen	W Commerce St	Bus Pad
5	2015	Intersection	N General Mcmullen	Ruiz St	Bus Pad
5	2015	Intersection	S Laredo St	S Cibolo St	Bus Pad
8	2015	Intersection	De Zavala Rd	Ih 10 W Access Rd	Bus Pad
8	2015	Intersection	Floyd Curl		Bus Pad
5	2015	Intersection	S Alamo St	Probandt St	Intersection Improvement - Construction
1	2015	Intersection	Alamo Quarry Market	Basse	Traffic Signal Detection
1	2015	Intersection	Oblate	San Pedro Ave	Traffic Signal Detection
1	2015	Intersection	W Woodlawn	N Zarzamora	Traffic Signal Detection
2	2015	Intersection	Mordred Rd	Walzem Rd	Traffic Signal Detection
3	2015	Intersection	Applewhite Rd	Toyota Plant South Entrance	Traffic Signal Detection
3	2015	Intersection	Mission Rd	Steves Ave	Traffic Signal Detection
3	2015	Intersection	Pleasanton Rd	Sussex Ave	Traffic Signal Detection
4	2015	Intersection	Barlite Blvd	Sw Military Dr	Traffic Signal Detection
4	2015	Intersection	Poteet Jourdanton Fwy	W Villaret Blvd	Traffic Signal Detection
5	2015	Intersection	Buena Vista St	S Pecos La Trinidad	Traffic Signal Detection
5	2015	Intersection	Nw 24th St	W Commerce St	Traffic Signal Detection
5	2015	Intersection	S Alamo St	Probandt St	Traffic Signal Detection
6	2015	Intersection	W Military Dr	Westshire Dr	Traffic Signal Detection
9	2015	Intersection	Airport Blvd	S Terminal	Traffic Signal Detection
9	2015	Intersection	Blanco Rd	Wurzbach Pkwy	Traffic Signal Detection
9	2015	Intersection	Interpark Blvd	West Ave	Traffic Signal Detection
9	2015	Intersection	Isom Rd	San Pedro Ave	Traffic Signal Detection
9	2015	Intersection	Parliament	Patricia Dr	Traffic Signal Detection
9	2015	Intersection	Patricia Dr	West Ave	Traffic Signal Detection

District	Fiscal Year	Street or Intersection	From	To	Project Type
10	2015	Intersection	Rowe Dr	Thousand Oaks	Traffic Signal Detection
1	2015	Intersection	Culebra Rd	N Zarzamora	Uninterruptible Power Supplies
3	2015	Intersection	S Flores Rd	Pleasanton Rd	Uninterruptible Power Supplies
4	2015	Intersection	Sw Military Dr	Old Pearsall Rd	Uninterruptible Power Supplies
5	2015	Intersection	W Southcross Blvd	S Zarzamora	Uninterruptible Power Supplies
6	2015	Intersection	Sw 36th St	Old Us Hwy 90 W	Uninterruptible Power Supplies
7	2015	Intersection	Bandera Rd	Prue Rd	Uninterruptible Power Supplies
8	2015	Intersection	Fredericksburg Rd	Huebner Rd	Uninterruptible Power Supplies
1	2016	Intersection	W Commerce St	N Santa Rosa	Audible Countdown Pedestrian Signals
1	2016	Intersection	W Houston St	N Santa Rosa	Audible Countdown Pedestrian Signals
1	2016	Intersection	W Houston St	N San Saba	Audible Countdown Pedestrian Signals
2	2016	Intersection	E Josephine St	Broadway	Audible Countdown Pedestrian Signals
6	2016	Intersection	Ingram Rd	Northwestern Dr	Audible Countdown Pedestrian Signals
6	2016	Intersection	W Military Dr	Westfield Blvd	Audible Countdown Pedestrian Signals
8	2016	Intersection	De Zavala Rd	Silicon Dr	Audible Countdown Pedestrian Signals
8	2016	Intersection	Fredericksburg Rd	Medical Dr	Audible Countdown Pedestrian Signals
8	2016	Intersection	Medical Dr	Floyd Curl	Audible Countdown Pedestrian Signals
8	2016	Intersection	Wurzbach Rd	Merton Minter	Audible Countdown Pedestrian Signals
6	2016	Old Us Hwy 90 W	W Commerce St	S Callaghan Rd	Bike - Lane
9	2016	Dreamland	Vance Jackson	Lockhill-selma Rd	Bike - Lane
9	2016	Lockhill-selma Rd	Dreamland	Wurzbach Pkwy	Bike - Lane
5,6	2016	W Commerce St	S Acme Rd	S San Joaquin	Bike - Lane
6,7	2016	W Commerce St	S Callaghan Rd	S Acme Rd	Bike - Lane
1	2016	Fresno	Fredericksburg Rd	Mccullough Ave	Bike - Route Analysis
3	2016	Intersection	Pickwell Dr	Se Military Dr	Bus Pad
3	2016	Intersection	Pickwell Dr	Banbridge Ave	Bus Pad
3	2016	Intersection	S Hackberry St	Berkshire	Bus Pad
3	2016	Intersection	S Hackberry St	E Highland Blvd	Bus Pad
5	2016	Intersection	Nw 24th St	W Commerce St	Bus Pad
5	2016	Intersection	Nw 24th St	Ruiz St	Bus Pad
5	2016	Intersection	Nw 24th St	Ruiz St	Bus Pad
5	2016	Intersection	Nw 24th St	W Laurel	Bus Pad
5	2016	Intersection	Nw 24th St	W Laurel	Bus Pad
8	2016	Intersection	Huebner Rd	Vance Jackson	Bus Pad
8	2016	Intersection	Huebner Rd	Vance Jackson	Bus Pad
8	2016	Intersection	Huebner Rd	Ih 10 W	Bus Pad
8	2016	Intersection	Huebner Rd	Huebner Oaks	Bus Pad
8	2016	Intersection	Huebner Rd	Vance Jackson	Bus Pad
8	2016	Intersection	Medical Dr	Wurzbach Rd	Bus Pad
8	2016	Intersection	Wurzbach Rd	Medical Dr	Bus Pad
7,8	2016	Intersection	Babcock Rd	Huebner Rd	Intersection Improvement
2	2016	Intersection	Binz-engleman Rd	Seguin Rd	Traffic Signal Detection
2	2016	Intersection	Castle Cross	Rittiman Rd	Traffic Signal Detection

District	Fiscal Year	Street or Intersection	From	To	Project Type
2	2016	Intersection	E Commerce St	E Houston St	Traffic Signal Detection
2	2016	Intersection	Eaglecrest Blvd	Walzem Rd	Traffic Signal Detection
2	2016	Intersection	Eisenhauer Rd	Harlow Dr	Traffic Signal Detection
2	2016	Intersection	Hays St	N Walters St	Traffic Signal Detection
5	2016	Intersection	Bank St	Probandt St	Traffic Signal Detection
5	2016	Intersection	Cupples Rd	Saltillo St	Traffic Signal Detection
5	2016	Intersection	Darby	S Zarzamora	Traffic Signal Detection
5	2016	Intersection	Guadalupe St	S Zarzamora	Traffic Signal Detection
5	2016	Intersection	W Mitchell St	Probandt St	Traffic Signal Detection
6	2016	Intersection	W Military Dr	Potranco Rd	Traffic Signal Detection
7	2016	Intersection	Beverly Dr	St Cloud	Traffic Signal Detection
7	2016	Intersection	Donaldson Ave	Thomas Jefferson Dr	Traffic Signal Detection
8	2016	Intersection	Clarke Ave	Fredericksburg Rd	Traffic Signal Detection
9	2016	Intersection	Gordon	E Nakoma	Traffic Signal Detection
10	2016	Intersection	Bulverde Rd	Jung Rd	Traffic Signal Detection
10	2016	Intersection	Castano Ave	New Braunfels St	Traffic Signal Detection
10	2016	Intersection	Judson Rd	Stahl Rd	Traffic Signal Detection
10	2016	Intersection	Nacogdoches Rd	Wayward Dr	Traffic Signal Detection
2	2016	Intersection	N Foster Rd	Seguin Rd	Uninterruptible Power Supplies
7	2016	Intersection	Bandera Rd	Mainland	Uninterruptible Power Supplies
7	2016	Intersection	Nw 36th St	Hillcrest Dr	Uninterruptible Power Supplies
8	2016	Intersection	De Zavala Rd	Vance Jackson	Uninterruptible Power Supplies
8	2016	Intersection	Medical Dr	Wurzbach Pkwy	Uninterruptible Power Supplies
9	2016	Intersection	Blanco Rd	W Ramsey	Uninterruptible Power Supplies
10	2016	Intersection	Nacogdoches Rd	Thousand Oaks	Uninterruptible Power Supplies
1	2017	Intersection	Commerce St	S San Saba	Audible Countdown Pedestrian Signals
1	2017	Intersection	Dolorosa	S San Saba	Audible Countdown Pedestrian Signals
1	2017	Intersection	Dolorosa	S Santa Rosa	Audible Countdown Pedestrian Signals
1	2017	Intersection	E Commerce St	N Presa St	Audible Countdown Pedestrian Signals
1	2017	Intersection	E Commerce St	Navarro St	Audible Countdown Pedestrian Signals
1	2017	Intersection	E Pecan St	Jefferson	Audible Countdown Pedestrian Signals
1	2017	Intersection	N St Mary's	Navarro St	Audible Countdown Pedestrian Signals
1	2017	Intersection	Navarro St	E Martin St	Audible Countdown Pedestrian Signals
1	2017	Intersection	Navarro St	Augusta	Audible Countdown Pedestrian Signals
1	2017	Intersection	Navarro St	Soledad St	Audible Countdown Pedestrian Signals
1	2017	Fresno	Fredericksburg Rd	Mccullough Ave	Bike - Lane
4	2017	Hunt Ln	Marbach Rd	Us Hwy 90 W	Bike - Lane
7	2017	Oakdell Way	Eckhert Rd	Hamilton Wolfe	Bike - Lane
7,8	2017	Oakdell Way	Hamilton Wolfe	Lamb Rd	Bike - Lane
6	2017	Pinn Rd		Westfield Blvd	Bike - Route Analysis
7	2017	St Cloud	Overbrook	Woodlawn	Bike - Route Analysis
1	2017	Intersection	Basse	San Pedro Ave	Bus Pad
1	2017	Intersection	San Pedro Ave	Basse	Bus Pad

District	Fiscal Year	Street or Intersection	From	To	Project Type
1	2017	Intersection	San Pedro Ave	Ave Del Rey	Bus Pad
1	2017	Intersection	W Cypress	San Pedro Ave	Bus Pad
1	2017	Intersection	W Cypress	Jackson	Bus Pad
3	2017	Intersection	E Southcross Blvd	Prestwick Blvd	Bus Pad
3	2017	Intersection	S New Braunfels Ave	Fair Ave	Bus Pad
3	2017	Intersection	S New Braunfels Ave	Linda Lou Dr	Bus Pad
3	2017	Intersection	S New Braunfels Ave	Ada St	Bus Pad
3	2017	Intersection	S New Braunfels Ave	Frances Jean	Bus Pad
5	2017	Intersection	Ceralvo	Sw 18th	Bus Pad
5	2017	Intersection	Ceralvo St	S Zarzamora	Bus Pad
10	2017	Intersection	Nacogdoches Rd	Hillpoint Dr	Bus Pad
10	2017	Intersection	Nacogdoches Rd	Hillpoint Dr	Bus Pad
10	2017	Intersection	O'connor Rd	Misty Run Dr	Bus Pad
10	2017	Intersection	O'connor Rd	Misty Run Dr	Bus Pad
7	2017	Intersection	Huebner Rd	Eckhert Rd	Intersection Improvement - Design/Construction
1	2017	Intersection	Nassau	West Ave	Traffic Signal Detection
1	2017	Intersection	Park Hill	Shook Ave	Traffic Signal Detection
2	2017	Intersection	Binz-engleman Rd	Candlemeadow	Traffic Signal Detection
2	2017	Intersection	Lord Rd	S Ww White Rd	Traffic Signal Detection
2	2017	Intersection	Nevada	S New Braunfels Ave	Traffic Signal Detection
3	2017	Intersection	E Highland Blvd	S New Braunfels Ave	Traffic Signal Detection
3	2017	Intersection	S Presa St	Zapata	Traffic Signal Detection
4	2017	Intersection	Lovett Ave	New Laredo Hwy	Traffic Signal Detection
5	2017	Intersection	Nogalitos St	Powell	Traffic Signal Detection
5	2017	Intersection	Perrin Beitel	Post Office Dr	Traffic Signal Detection
5	2017	Intersection	Produce Terminal	S Zarzamora	Traffic Signal Detection
5	2017	Intersection	S Presa St	W Whittier St	Traffic Signal Detection
5	2017	Intersection	W Malone	Nogalitos St	Traffic Signal Detection
7	2017	Intersection	Hillcrest Dr	Willard Dr	Traffic Signal Detection
7	2017	Intersection	Hillcrest Dr	W Quill Dr	Traffic Signal Detection
7	2017	Intersection	Placid Dr	St Cloud	Traffic Signal Detection
7	2017	Intersection	Raleigh Place	St Cloud	Traffic Signal Detection
8	2017	Intersection	Green Oaks (pvt Rd)	Huebner Rd	Traffic Signal Detection
8	2017	Intersection	W Hausman Rd	Huntsman Rd	Traffic Signal Detection
3,5	2017	Intersection	Neal Ave	Pleasanton Rd	Traffic Signal Detection
1	2017	Intersection	Isom Rd	San Pedro Ave	Uninterruptible Power Supplies
2	2017	Intersection	Fratt Dr	Rittiman Rd	Uninterruptible Power Supplies
3	2017	Intersection	S Flores Rd	Probandt St	Uninterruptible Power Supplies
4	2017	Intersection	Five Palms Dr	Old Pearsall Rd	Uninterruptible Power Supplies
5	2017	Intersection	W Commerce St	N Pecos La Trinidad	Uninterruptible Power Supplies
6	2017	Intersection	W Loop 1604 N	W Military Dr	Uninterruptible Power Supplies
7	2017	Intersection	Bandera Rd	N General Mcmullen	Uninterruptible Power Supplies
7	2017	Intersection	Braun Rd	W Loop 1604 N	Uninterruptible Power Supplies

District	Fiscal Year	Street or Intersection	From	To	Project Type
8	2017	Intersection	Babcock Rd	Louis Pasteur	Uninterruptible Power Supplies
2	2018	Intersection	Martin Luther King Dr	S Walters St	Audible Countdown Pedestrian Signals
3	2018	Intersection	S Flores Rd	Se Military Dr	Audible Countdown Pedestrian Signals
5	2018	Intersection	S Brazos St	Guadalupe St	Audible Countdown Pedestrian Signals
5	2018	Intersection	S Zarzamora	Guadalupe St	Audible Countdown Pedestrian Signals
6	2018	Intersection	S General Mcmullen	El Paso St	Audible Countdown Pedestrian Signals
8	2018	Intersection	Babcock Rd	Wurzbach Rd	Audible Countdown Pedestrian Signals
8	2018	Intersection	Ewing Halsell	Louis Pasteur	Audible Countdown Pedestrian Signals
8	2018	Intersection	Vance Jackson	Wurzbach Pkwy	Audible Countdown Pedestrian Signals
9	2018	Intersection	Blanco Rd	Parliament	Audible Countdown Pedestrian Signals
9	2018	Intersection	Centennial Blvd	S Zarzamora	Audible Countdown Pedestrian Signals
1	2018	Blanco Rd	Nw Loop 410	Oran	Bike - Lane
4	2018	Somerset Rd	W Mayfield	Palo Alto Rd	Bike - Lane
5	2018	Somerset Rd	S Zarzamora	W Gerald	Bike - Lane
6	2018	Pinn Rd	Commerce St	Westfield Blvd	Bike - Lane
7	2018	St Cloud	Overbrook	Woodlawn	Bike - Lane
4,5	2018	Somerset Rd	W Gerald	W Mayfield	Bike - Lane
2	2018	Intersection	Midcrown Dr	Eisenhauer Rd	Bus Pad
2	2018	Intersection	Midcrown Dr	Eisenhauer Rd	Bus Pad
2	2018	Intersection	S New Braunfels Ave	Nelson Ave	Bus Pad
2	2018	Intersection	S New Braunfels Ave	Aransas Ave	Bus Pad
2	2018	Intersection	S New Braunfels Ave	Porter St	Bus Pad
3	2018	Intersection	Dollarhide Ave	Pecan Valley Dr	Bus Pad
3	2018	Intersection	Dollarhide Ave	Bob Billa	Bus Pad
5	2018	Intersection	Guadalupe	San Jacinto	Bus Pad
5	2018	Intersection	Guadalupe	Calaveras	Bus Pad
5	2018	Intersection	Guadalupe	Brazos	Bus Pad
5	2018	Intersection	Guadalupe	S. Zarzamora	Bus Pad
5	2018	Intersection	Guadalupe	Calaveras	Bus Pad
5	2018	Intersection	Guadalupe	San Jacinto	Bus Pad
5	2018	Intersection	Guadalupe	Colorado	Bus Pad
5	2018	Intersection	Guadalupe St	Richter Rd	Bus Pad
5	2018	Intersection	Guadalupe St	Richter Rd	Bus Pad
4	2018	Intersection	Potranco Rd	N Ellison Dr	Intersection Improvement - Design
3	2018	Intersection	E Gerald	Pleasanton Rd	Traffic Signal Detection
4	2018	Intersection	Five Palms Dr	Ray Ellison Blvd	Traffic Signal Detection
4	2018	Intersection	Navajo St	Palo Alto Rd	Traffic Signal Detection
5	2018	Intersection	Division	S Flores Rd	Traffic Signal Detection
5	2018	Intersection	Hoover Ave	Nogalitos St	Traffic Signal Detection
5	2018	Intersection	S General Mcmullen	Roselawn	Traffic Signal Detection
5	2018	Intersection	Stonewall Ave	S Zarzamora	Traffic Signal Detection
7	2018	Intersection	Babcock Rd	W Crestline	Traffic Signal Detection
7	2018	Intersection	Bluebird Ln	Eckhert Rd	Traffic Signal Detection

District	Fiscal Year	Street or Intersection	From	To	Project Type
7	2018	Intersection	Evers Rd	Glen Rdg	Traffic Signal Detection
7	2018	Intersection	Horn Blvd	Prue Rd	Traffic Signal Detection
8	2018	Intersection	Babcock Rd	W Hausman Rd	Traffic Signal Detection
8	2018	Intersection	Bluemel	Wurzbach Rd	Traffic Signal Detection
8	2018	Intersection	Fredericksburg Rd	Usaa Gate 2	Traffic Signal Detection
8	2018	Intersection	Oakland Rd	Prue Rd	Traffic Signal Detection
9	2018	Intersection	Dreamland	Vance Jackson	Traffic Signal Detection
10	2018	Intersection	Fountainwood Dr	Judson Rd	Traffic Signal Detection
10	2018	Intersection	Jones Maltsberger Rd	Thousand Oaks	Traffic Signal Detection
10	2018	Intersection	Perrin Beitel	Perrin Central	Traffic Signal Detection
1	2018	Intersection	E Ramsey	San Pedro Ave	Uninterruptible Power Supplies
1	2018	Intersection	W Rector	San Pedro Ave	Uninterruptible Power Supplies
4	2018	Intersection	Old Pearsall Rd	Old Sky Harbor	Uninterruptible Power Supplies
4	2018	Intersection	W Loop 1604 N	Potranco Rd	Uninterruptible Power Supplies
6	2018	Intersection	W Loop 1604 N	Wiseman Blvd	Uninterruptible Power Supplies
8	2018	Intersection	Babcock Rd	Utsa Blvd	Uninterruptible Power Supplies
9	2018	Intersection	Nw Military Hwy	Lockhill-selma Rd	Uninterruptible Power Supplies
10	2018	Intersection	Eisenhauer Rd	Harry Wurzbach	Uninterruptible Power Supplies

District	Fiscal Year	School	Project Type
1	2014	Arnold Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Austin	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Beacon Hill Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Bonham	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Colonial Hills	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Cotton	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Franklin	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Hawthorne	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Irving	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Nelson	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Nimitz	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Olmos	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Twain	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	Wilson	School Zone Pavement Markings Upgrade (Crosswalks)
2	2014	Bowden	School Zone Pavement Markings Upgrade (Crosswalks)
2	2014	Camelot	School Zone Pavement Markings Upgrade (Crosswalks)
2	2014	Cameron	School Zone Pavement Markings Upgrade (Crosswalks)
2	2014	Gates	School Zone Pavement Markings Upgrade (Crosswalks)
2	2014	Herff	School Zone Pavement Markings Upgrade (Crosswalks)
2	2014	Smith	School Zone Pavement Markings Upgrade (Crosswalks)
2	2014	Stewart	School Zone Pavement Markings Upgrade (Crosswalks)
3	2014	Foster	School Zone Pavement Markings Upgrade (Crosswalks)
3	2014	Highland Park	School Zone Pavement Markings Upgrade (Crosswalks)
3	2014	Rogers	School Zone Pavement Markings Upgrade (Crosswalks)
4	2014	Pease, E M	School Zone Pavement Markings Upgrade (Crosswalks)
4	2014	Valley Hi	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	Brackenridge, J T	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	Brackenridge, J T	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	De Zavala	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	Graebner	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	Ogden	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	Rhodes	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Meadow Village	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Myers, Virginia	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Northwest Crossing	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Passmore	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Timberwilde	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Warren, Earl	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Zachry, H B	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	Baskin Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	Fenwick	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	Huppertz	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	Longfellow	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	Rudder, Earl	School Zone Pavement Markings Upgrade (Crosswalks)

District	Fiscal Year	School	Project Type
7	2014	Thornton	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	Villareal	School Zone Pavement Markings Upgrade (Crosswalks)
8	2014	Scobee	School Zone Pavement Markings Upgrade (Crosswalks)
8	2014	Stinson, Katherine	School Zone Pavement Markings Upgrade (Crosswalks)
9	2014	Lamar Elementary	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	Marshall, John	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	Neal	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	Rogers	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	Whittier	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	East Terrell Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	Hirsch	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	Houston	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	King, Martin L	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	Miller	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	Pershing	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	Pickett Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	Poe	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	Tynan	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	Washington	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	Wheatley	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	White, Ed	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	White, Ed	School Zone Pavement Markings Upgrade (Crosswalks)
3	2015	Ball	School Zone Pavement Markings Upgrade (Crosswalks)
3	2015	Highland Hills	School Zone Pavement Markings Upgrade (Crosswalks)
3	2015	Scheh	School Zone Pavement Markings Upgrade (Crosswalks)
3	2015	Steele	School Zone Pavement Markings Upgrade (Crosswalks)
3	2015	Wright Elementary	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Armstrong, Neil	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Cody	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Hutchins	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Lackland	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Madla	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Rayburn, Sam	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Roy P. Benevides	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Shepard, Alan B	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	South San East Campus	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	South San West Campus	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	Brewer	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	Burbank	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	Carvajal	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	Columbia Heights	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	Stonewall-flanders	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	Storm	School Zone Pavement Markings Upgrade (Crosswalks)
6	2015	Jordan	School Zone Pavement Markings Upgrade (Crosswalks)

District	Fiscal Year	School	Project Type
6	2015	Reagan	School Zone Pavement Markings Upgrade (Crosswalks)
7	2015	Johnson, Lyndon B	School Zone Pavement Markings Upgrade (Crosswalks)
7	2015	Maverick	School Zone Pavement Markings Upgrade (Crosswalks)
7	2015	Neff, Pat	School Zone Pavement Markings Upgrade (Crosswalks)
7	2015	Rhodes	School Zone Pavement Markings Upgrade (Crosswalks)
7	2015	Woodlawn	School Zone Pavement Markings Upgrade (Crosswalks)
8	2015	Howsman, Shirley J	School Zone Pavement Markings Upgrade (Crosswalks)
9	2015	Churchill	School Zone Pavement Markings Upgrade (Crosswalks)
9	2015	Hardy Oak	School Zone Pavement Markings Upgrade (Crosswalks)
10	2015	Fox Run	School Zone Pavement Markings Upgrade (Crosswalks)
1	2016	Dellview	School Zone Pavement Markings Upgrade (Crosswalks)
1	2016	International School Of The Americas	School Zone Pavement Markings Upgrade (Crosswalks)
1	2016	Msrc Alternative Center	School Zone Pavement Markings Upgrade (Crosswalks)
1	2016	Ridgeview	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	Roosevelt	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	Sinclair	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	Walzem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	Wilshire	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Adams	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Gilbert	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Harlandale Alternative Center	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Highland Forest	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Highlands	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Japhet	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Kingsborough	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Knox	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Pecan Valley	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Riverside Park	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	Schenck	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Adams Hill	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Bob Hope	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Carrillo, Miguel	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Five Palms	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Glenn, John	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Hidden Cove	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Indian Creek	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Kazen, Abraham	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Kindred	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Palo Alto	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Price	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Sky Harbour	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Sun Valley	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Westwood Terrace	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Athens	School Zone Pavement Markings Upgrade (Crosswalks)

District	Fiscal Year	School	Project Type
5	2016	Brentwood	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Dwight	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Hillcrest	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Kelly	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Kennedy, John F	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	King, Sarah	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Lanier	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Las Palmas	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Lowell	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Navarro Academy	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Rodriguez	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Tafolla	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	Truman	School Zone Pavement Markings Upgrade (Crosswalks)
7	2016	Jefferson	School Zone Pavement Markings Upgrade (Crosswalks)
7	2016	Madison	School Zone Pavement Markings Upgrade (Crosswalks)
2	2017	Clear Spring	School Zone Pavement Markings Upgrade (Crosswalks)
5	2017	Briscoe	School Zone Pavement Markings Upgrade (Crosswalks)
5	2017	Winston	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Brauchle	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Connally, John	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Coronado Escobar	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Edgewood Academy	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Elrod	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Evers	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Hatchett	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Holmes	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Jones, Anson	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Perales	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Raba	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Stafford	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Taft, William H	School Zone Pavement Markings Upgrade (Crosswalks)
6	2017	Wrenn	School Zone Pavement Markings Upgrade (Crosswalks)
7	2017	Esparza	School Zone Pavement Markings Upgrade (Crosswalks)
7	2017	Oak Hills Terrace	School Zone Pavement Markings Upgrade (Crosswalks)
7	2017	Powell, Lawrence	School Zone Pavement Markings Upgrade (Crosswalks)
7	2017	Ross, Sul	School Zone Pavement Markings Upgrade (Crosswalks)
7	2017	Stevenson, Coke	School Zone Pavement Markings Upgrade (Crosswalks)
8	2017	Beard Elementary	School Zone Pavement Markings Upgrade (Crosswalks)
8	2017	Boone	School Zone Pavement Markings Upgrade (Crosswalks)
8	2017	Health Careers	School Zone Pavement Markings Upgrade (Crosswalks)
8	2017	Hobby, William P	School Zone Pavement Markings Upgrade (Crosswalks)
8	2017	Locke Hill	School Zone Pavement Markings Upgrade (Crosswalks)
8	2017	May, Monroe	School Zone Pavement Markings Upgrade (Crosswalks)
8	2017	Mcdermott	School Zone Pavement Markings Upgrade (Crosswalks)

District	Fiscal Year	School	Project Type
8	2017	Oak Meadow	School Zone Pavement Markings Upgrade (Crosswalks)
8	2017	Rawlinson	School Zone Pavement Markings Upgrade (Crosswalks)
8	2017	Reddix Center High School	School Zone Pavement Markings Upgrade (Crosswalks)
9	2017	Coker	School Zone Pavement Markings Upgrade (Crosswalks)
9	2017	Encino Park	School Zone Pavement Markings Upgrade (Crosswalks)
9	2017	Hidden Forest	School Zone Pavement Markings Upgrade (Crosswalks)
9	2017	Huebner	School Zone Pavement Markings Upgrade (Crosswalks)
9	2017	Roan Forest	School Zone Pavement Markings Upgrade (Crosswalks)
9	2017	Stone Oak	School Zone Pavement Markings Upgrade (Crosswalks)
9	2017	Tejeda	School Zone Pavement Markings Upgrade (Crosswalks)
10	2017	Ace/academy Of Creative Ed	School Zone Pavement Markings Upgrade (Crosswalks)
10	2017	El Dorado	School Zone Pavement Markings Upgrade (Crosswalks)
10	2017	Garner	School Zone Pavement Markings Upgrade (Crosswalks)
10	2017	Redland Oaks	School Zone Pavement Markings Upgrade (Crosswalks)
10	2017	Regency Place	School Zone Pavement Markings Upgrade (Crosswalks)
10	2017	Royal Ridge	School Zone Pavement Markings Upgrade (Crosswalks)
10	2017	Serna	School Zone Pavement Markings Upgrade (Crosswalks)
10	2017	Thousand Oaks	School Zone Pavement Markings Upgrade (Crosswalks)
10	2017	Wetmore	School Zone Pavement Markings Upgrade (Crosswalks)
1	2018	Lee	School Zone Pavement Markings Upgrade (Crosswalks)
1	2018	West Avenue	School Zone Pavement Markings Upgrade (Crosswalks)
2	2018	Krueger	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Bell, Carrol	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Bellaire	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Gillette	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Harlandale	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Harlandale	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Mccollum	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Morrill	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Rayburn	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Schulze	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Terrell Wells	School Zone Pavement Markings Upgrade (Crosswalks)
3	2018	Vestal	School Zone Pavement Markings Upgrade (Crosswalks)
5	2018	Collier	School Zone Pavement Markings Upgrade (Crosswalks)
5	2018	Flanders/fenley	School Zone Pavement Markings Upgrade (Crosswalks)
5	2018	Loma Park	School Zone Pavement Markings Upgrade (Crosswalks)
5	2018	Memorial	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Brauchle	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Burke	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Cable	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Carlos Coon	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Fernandez	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Gardendale	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Gonzales, Henry B	School Zone Pavement Markings Upgrade (Crosswalks)

District	Fiscal Year	School	Project Type
6	2018	Jay, John	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Jones, Anson	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Knowlton	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Lewis	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Linton	School Zone Pavement Markings Upgrade (Crosswalks)
6	2018	Mary Hall	School Zone Pavement Markings Upgrade (Crosswalks)
7	2018	Braun Station	School Zone Pavement Markings Upgrade (Crosswalks)
7	2018	Glass	School Zone Pavement Markings Upgrade (Crosswalks)
8	2018	Clark	School Zone Pavement Markings Upgrade (Crosswalks)
8	2018	Colonies North	School Zone Pavement Markings Upgrade (Crosswalks)
8	2018	Glenoaks	School Zone Pavement Markings Upgrade (Crosswalks)
9	2018	Bradley	School Zone Pavement Markings Upgrade (Crosswalks)
9	2018	Eisenhower	School Zone Pavement Markings Upgrade (Crosswalks)
9	2018	Harmony Hills	School Zone Pavement Markings Upgrade (Crosswalks)
9	2018	Larkspur	School Zone Pavement Markings Upgrade (Crosswalks)
10	2018	Longs Creek	School Zone Pavement Markings Upgrade (Crosswalks)
10	2018	Madison	School Zone Pavement Markings Upgrade (Crosswalks)
10	2018	Mcarthur	School Zone Pavement Markings Upgrade (Crosswalks)
10	2018	Stahl	School Zone Pavement Markings Upgrade (Crosswalks)
10	2018	Wood	School Zone Pavement Markings Upgrade (Crosswalks)
10	2018	Woodstone	School Zone Pavement Markings Upgrade (Crosswalks)

Speed Hump Policy

A speed hump is a gentle rise and fall of pavement surface placed in the roadway to reduce the speed of vehicles. In local tests and in other cities, it is found to be successful in reducing speed while allowing motorists safe operation of a vehicle.

Step One: Request

A request for Speed Humps begins by completing a **"Traffic Calming Request Application"** form. The form is available by calling 311, visiting a City-owned facility (i.e. library, City Council Field Office), or can be downloaded from the City's website at http://www.sanantonio.gov/publicworks/trafficcalming.aspx.

Requests can be made by either a neighborhood or a group of residents located on the street requesting speed humps. A designated contact person will receive all correspondence and be responsible for gathering evidence of support. Request forms should be submitted to the Public Works Department at the following address:

City of San Antonio
Public Works Department – Traffic Engineering
Traffic Calming Program
P.O. Box 839966
San Antonio, Texas 78283-3966

The request must be for a specific street segment and should include, at a minimum the following information:

- The requested street name
- The boundaries of the street segment (i.e. between 1st Ave and 5th Ave)
- Name, address and phone number of contact person
- Evidence of neighborhood support (residents' signatures representing 2/3 of the individual properties adjacent to the street limits of the requested study)
- Signature of contact person

Requests will be evaluated on an annual basis. However, the schedule and process do not preclude the Director of Public Works from installing speed humps when and where it is deemed necessary outside the procedures of this program.

Step Two: Eligibility

In order for a request to qualify for consideration, the street must meet following criteria:

- The street segment must be primarily a residential street which provides direct access to abutting single family, duplex, triplex or quadplex residential properties.
- The street segment must have no more than one moving lane of traffic in each direction.
- The street segment must be 1/4 mile or more in length. The measured length must be continuous without interruption by a traffic control device.
- Measured speed must be at least 35 MPH.
- Measured volume must be at least 500 vehicles per day.
- The street segment may not be designated as a major or arterial street.
- The street must have a speed limit of 30 mph as determined in accordance with State Law.
- The street segment must not be within ¼ mile from a Fire Department Facility as to significantly interfere with emergency vehicle operations.

Other factors such as accidents related to speed, horizontal curves and grade changes on the street, emergency access, and safe sight distances will also be evaluated.

Only those requests meeting all the eligibility requirements will proceed to Step Three, "Funding." If a request is denied, applicants will not be able to reapply to the speed hump program for the following two years unless there is considerable change in traffic or geometric conditions. All applicants will be notified of the application/study status.

Step Three: Funding

Eligible projects will be scheduled for construction, as funding becomes available. An eligible project may be expedited if the applicants choose to pay for 100% of the estimated cost of the installation. Expedited projects will be constructed no later than the next fiscal year following deposit of funding.

Speed Hump Policy

Step Four: Speed Hump Location

- A speed hump will not be located in front of a driveway or within an intersection.
- Speed humps will not be located within 250 feet of a traffic control device.
- Speed humps will typically be placed at property lines.
- Speed humps will not be placed within a curved section of roadway.
- Speed humps will not be placed on street segments with a vertical grade greater than 8%.
- "No Parking" signs may be placed within 50 feet of the approaching side of the speed hump if deemed necessary by engineering site conditions.

Additional Information

The process for speed hump removal or alteration by residents is the same as the process for installation. Funding will be required before a speed hump is removed or relocated. The cost to remove or relocate the speed humps may include the cost to repair the pavement by milling and overlaying the section of roadway.

The City shall prepare and maintain current design standards for speed humps in accordance with this installation procedure.