

AN ORDINANCE **2008-10-09-0915**

AUTHORIZING ACCEPTANCE OF \$1,865,912.00, AND SUPPLEMENTAL FUNDS UPON AWARD, FROM THE ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG) FOR THE COMPREHENSIVE NUTRITION PROJECT FROM OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009; AND APPROVING VOLUNTEER SITE, VENDOR AND LEASE AGREEMENTS WITH NON-PROFIT AGENCIES FOR OPERATION OF SENIOR NUTRITION SITES AND USE OF FACILITIES.

* * * * *

WHEREAS, the City of San Antonio has been operating the Comprehensive Nutrition Project (CNP) since October 1973 using both general funds and federal funds under Title III-C of the Older Americans Act of 1965, as amended, and awarded in grants by the Texas Department on Aging and Disability Services (DADS) through the Alamo Area Council of Governments (AACOG), acting as the local Area Agency on Aging; and

WHEREAS, operational responsibility for the CNP is assigned to the Department of Community Initiatives, Senior Services Division; and

WHEREAS, the CNP provides congregate and home delivered meals and supportive services principally to senior citizens; and

WHEREAS, said services are provided through non-profit and other agencies under contracts with the City for operation of senior nutrition centers and use of facilities; and

WHEREAS, today, the City's CNP project is the largest senior nutrition congregate meal program in the State; and

WHEREAS, by Ordinance 2007-10-18-1104, City Council previously authorized the application for a three-year grant from the Alamo Area Council of Governments (AACOG) for the Comprehensive Nutrition Project (CNP); and

WHEREAS, AACOG has indicated that grant funds, of approximately \$1,860,912.00 for CNP and \$5,000.00 for Home Delivered Meals, are available to the City beginning October 1, 2008 and ending September 30, 2009; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to accept \$1,865,912.00, and supplemental funds upon award, from AACOG for the continuation of the CNP for the second year in the grant period from October 1, 2008 through September 30, 2009. The City Manager, or her designee,

or the Director of the Department of Community Initiatives, or his designee, is further authorized to execute any and all necessary documents to effectuate said acceptance.

SECTION 2. The City Manager, or her designee, or the Director of the Department of Community Initiatives or his designee, is further authorized to accept program income up to \$235,500.00 for the congregate and homebound meals.

SECTION 3. Upon award, the City will contribute a cash match of \$3,358,110.00 as set out in the proposed budget attached hereto and incorporated herein for all purposes as Attachment 1. The cash match will be transferred from Fund No. 1101000, Internal Order 390000000342, GL Account No. 6102100 entitled "Interfund Transfer Out" to fund No. 26011000, GL Account No. 6101100 entitled "Interfund Transfer In". The "Transfer In" Internal Order will be assigned upon award.

SECTION 4. Should funding be awarded, Fund 26011000 entitled "Texas Department on Aging" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of the funds listed in Sections 1, 2, and 3. A Department of Community Initiatives specific fund will be assigned and a formal final budget will be submitted by the Department upon award. The proposed budget, which is attached hereto and incorporated herein for all purposes as **Attachment I** is approved.

SECTION 5. The proposed personnel complement attached hereto and incorporated herein for all purposes as **Attachment II** is hereby approved. The Department of Community Initiatives will submit a final personnel complement upon award.

SECTION 6. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to execute vendor, lease, volunteer site, and volunteer site with lease provision agreements with designated private non-profit entities or other accepting agencies for the operation of senior nutrition sites and use of facilities. A copy of the vendor agreement for operation of senior nutrition sites, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment III**. A copy of a lease agreement for use of facilities, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment IV** for governmental facilities and **Attachment V** for non-governmental facilities. A copy of a volunteer site and volunteer site with lease provision agreements, in substantially final form, are attached hereto and incorporated herein for all purposes as **Attachments VI** and **VII**, respectively.

SECTION 7. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SS/mgc
10/09/08
Item #22

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

PASSED AND APPROVED this 9th day of October, 2008.



M A Y O R

ATTEST: *Lucinda M. Viced*
City Clerk

APPROVED AS TO FORM: *Hollis Young*
for City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 22

Name:	6, 7, 8, 11, 12, 13, 14, 15A, 15D, 16, 17, 19, 20, 21, 22, 23, 24, 25A, 25B, 26, 28B, 28C, 29
Date:	10/09/2008
Time:	02:51:49 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing acceptance of \$1,865,912.00, and supplemental funds upon award, from the Alamo Area Council of Governments (AACOG) for the Comprehensive Nutrition Project from October 1, 2008 through September 30, 2009; and approving volunteer site, vendor and lease agreements with non-profit agencies for operation of senior nutrition sites and use of facilities. [Frances A. Gonzalez, Assistant City Manager; Dennis J. Campa, Director, Community Initiatives]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3	x					
Philip A. Cortez	District 4	x					
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				x
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

2009 Comprehensive Nutrition Program

October 1, 2008 - September 30, 2009

Attachment I

BUDGET

REVENUES:

4501100 AACOG - Title III	1,865,912
4502230 Program Income - Congregate Meals	200,000
4502230 Program Income - Homebound Meals	35,500
6101100 Transfer from 29-075 Human Development Fund	3,358,110
TOTAL REVENUES	5,459,522

APPROPRIATIONS:

138000000721 Comprehensive Nutrition Program

5101010 Reg Salaries & Wages	1,010,967
5101050 Language Skill Pay	6,600
5103005 FICA	77,320
5103010 Life Insurance	465
5103035 Personal Leave Buy Back	22,462
5103056 Transportation Allowance	1,620
5104030 Flex Benefits	95,013
5105010 TMRS	61,522
5304010 Food	645,290
Total 138000000721	1,921,259

138000000720 Comprehensive Nutrition Grant Match

5201040 Fees to Prof. Contractors	5,000
5202020 Contractual Services	849,000
5203040 Advertising & Publications	1,000
5203050 Membership Dues & Lic.	100
5203060 Binding Printing & Repro.	3,800
5203090 Transportation Fees	12,000
5204020 Maint & Repair - Commercial	10,000
5204050 Maint & Repair - Buildings	1,000
5204080 Maint & Repair - Mach & Equip	5,000
5204090 Maint & Repair - Auto	25,000
5205010 Mail & Parcel Post	500
5205030 Rental of Other Equipment	7,000
5206010 Rental of Facilities	60,730
5207010 Travel - Official	3,400
5208530 Alarm & Security	2,000
5301020 Maint & Repair Material - Auto	15,000
5301030 Maint & Repair Material - Mach & Equip	1,000
5302010 Office Supplies	7,000
5303010 Janitorial Supplies	25,000
5304010 Food	2,340,518
5304070 Recreation Supplies	200
5304080 Other Commodities	25,000
5403010 Communications - Telephones	6,800
5403020 Communications - Radios	1,000
5403030 Communications - Pagers	750
5403545 Motor Fuel & Lubricants	30,000
5407510 Rent of City Equipment	18,000
Total 138000000720	3,455,798

138000000722 Senior Computer Project

5101010 Reg Salaries & Wages	64,290
5103005 FICA	4,918
5103010 Life Insurance	47
5104030 Flex Benefits	8,280
5105010 TMRS	4,930
Total 138000000722	82,465

TOTAL APPROPRIATIONS

5,459,522

METRO SAN ANTONIO COMPREHENSIVE NUTRITION PROJECT (CNP) 2008-2009

October 1, 2008 - September 30, 2009

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS NO.	CURRENT POSITIONS	ADDED / DELETED	REVISED POSITIONS
138000000XXX PROJECT ADMINISTRATION				
SENIOR MANAGEMENT ANALYST	0999	1	1	2
MANAGEMENT ANALYST	0046	1	0	1
FISCAL OFFICER	0892	1	0	1
ACCOUNTANT II	0874	1	0	1
ACCOUNTANT I	0873	1	0	1
COMMUNITY SERVICES SUPERVISOR	0901	5	0	5
ADMINISTRATIVE ASSISTANT II	0041	1	0	1
ADMINISTRATIVE ASSISTANT I	0040	1	0	1
ADMINISTRATIVE ASSOCIATE	2063	3	0	3
ADMINISTRATIVE ASSOCIATE (P/T)	2063	2	0	2
NUTRITIONIST	0286	1	0	1
FOOD SERVICE COORDINATOR	0980	1	(1)	0
COMMUNITY SERVICES SPECIALIST	0971	2	0	2
NUTRITION SITE SUPERVISOR (P/T)	0984	11	0	11
CHAUFFEUR (P/T)	0907	12	0	12
BUILDING CUSTODIAN (P/T)	7560	3	0	3
138000000XXX SENIOR COMPUTER PROJECT				
COMMUNITY SERVICES SUPERVISOR (P/T)	0915	1	0	1
ADULT EDUCATION TUTOR (P/T)	0931	3	(1)	2
ADULT EDUCATION TUTOR	0931	0	1	1

STATE OF TEXAS

Contract # _____

DRAFT

COUNTY OF BEXAR

VENDOR AGREEMENT

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 of the Department of Community Initiatives pursuant to Ordinance No. _____, passed and approved on _____ 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 Comprehensive Nutrition Project ("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 Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Community Initiatives, 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:

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 reimburse 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 and \$ _____ for Homebound Site Management. These fixed unit rates are the gross receipt amounts.

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 Community Initiatives 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. The costs of goods purchased through

Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.

- i. The amount of nine cents (\$0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor for Congregate Site Management.
 - ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents (\$0.09) per fixed unit, then the City shall reimburse Vendor the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents (\$0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.
- (c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Community Initiatives.
- i. The Vendor shall be reimbursed only for those meals served pursuant to 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 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 Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 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 October 1, 2008 and shall terminate on September 30, 2009.

IV. Scope of Work / Project Requirements

4.1 The Vendor shall provide management for the Project at the Center and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Community Initiatives deems appropriate.

4.1.1 Regarding outreach services, the Vendor shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor shall supervise and direct chauffeur services as needed in support of senior transportation.

4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class.

4.1.3 The Vendor shall be responsible for safety and security at the Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that the Center is clean and hazard free.

4.1.4 The Vendor shall coordinate monthly workshops to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, understanding current legislative initiatives, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor shall provide staff support as needed for a successful workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.

4.1.5 The Vendor shall encourage the formation and continuity of a Center Senior Advisory Council to solicit input and feedback from congregates on services provided or desired at the Center.

4.1.6 The Vendor shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.

4.2 Vendor shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.

4.2.1 The Vendor shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.

4.3 With regard to the serving of meals:

4.3.1 The Vendor agrees to provide a projected total of _____ Congregate Meals and a projected total of _____ Homebound Meals per year.

4.3.2 Serving: The serving of meals will conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).

(a) The Vendor shall ensure that the meals are served within the prescribed time frames daily.

- (b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Vendor shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor with health codes, menu, and portion control.
- 4.3.3 The Vendor shall be operational for a minimum of four (4) hours, from 10:00 a.m. to 2:00 p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals will be served to the participants as per Part IV of this Agreement, and no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days will be scheduled for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor shall close the Center no more than once per quarter, excluding City holidays.
- 4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available in the Center during operational hours.
- 4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, all Vendors shall notify the Project Office by Friday at 2:00 PM, of the number of meals to be served at their site the following week.
- 4.3.6 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 if the provision of this meal does not deprive an eligible person of a meal. The Vendor shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.
- 4.3.7 The Vendor shall allow the City to post a sign at Vendor's 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.
- 4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.
- 4.3.9 Vendor shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:
- Hot Foods: 140 degrees Fahrenheit or higher
 - Cold Foods: 41 degrees Fahrenheit or lower
- 4.3.10 Vendor shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

- 4.4 Vendor agrees to transport the seniors in the Project to and from the Center during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor shall:
- 4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.
 - 4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.
 - 4.4.3 Assure that the operator of the vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.
 - 4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).
 - 4.4.5 Honor special transportation requests from disabled participants who require special assistance.
 - 4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

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 V. Vendor shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.
- 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 Vendor 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, 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 also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. 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/slrn/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 Community Initiatives 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 Community Initiatives, the Vendor shall furnish to the Department of Community Initiatives 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 Community Initiatives 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 Community Initiatives 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 Community Initiatives, unless required to do so by a court of competent jurisdiction. The Department of Community Initiatives 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.
- 7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, 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.
- 7.5 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.
- 7.6 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.
- 7.7 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 Community Initiatives.

- (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 Community Initiatives.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (a) 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 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 Vendor's activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-vendor 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, 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. Vendor shall promptly advise the City in writing 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 and shall see to the investigation of and defense of such claim or demand at Vendor's cost. The 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.
- (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 Vendor 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. VENDOR 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. 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 and evidenced by passage of a subsequent City ordinance, as to City's approval.

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 Community Initiatives.

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 Community Initiatives
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

Vendor

San Antonio, Texas 782_____

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 brought 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 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. 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

22.11 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:

CONTRACTOR:

Dennis J. Campa, Director
Department of Community Initiatives

Authorized Signature

(Name of Contractor)

(Street Address)

APPROVED AS TO FORM:

San Antonio, TX 782
(City, State, Zip Code)

Assistant City Attorney

ATTACHMENTS:

- Attachment I-Project Roster
- Attachment II-Cash Handling Procedures
- Attachment III- Nutrition Service Requirements
- Attachment IV- Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
- Attachment V- AACOG Policies and Procedures

**Comprehensive Nutrition Project (CNP)
Site Lease Agreement for Governmental Entities**

This Agreement (hereinafter referred to as "Lease Agreement") is made and entered into by and between the _____ (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 Community Initiatives Director, or his designated representative pursuant to Ordinance No. _____ passed and approved on _____.

1. For and in consideration of the public benefit to be derived from TENANT's operation of its Comprehensive Nutrition Program, LANDLORD hereby leases to TENANT that portion of the _____ located at _____, San Antonio, Texas 782__ described as the Community Center Hall (hereinafter referred to as the "Leased Premises").
2. The term of the Lease Agreement shall commence on the date of full execution and continue through September 30, 2008, unless sooner as hereinafter provided. Either LANDLORD or TENANT can terminate this Lease Agreement with a thirty (30) day written notification. At the end of the one-year term, the TENANT shall have the option to renew this Lease Agreement for an additional-one-year period under the same terms and conditions of the Lease Agreement subject to City Council approval.
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 7:00 a.m. to 2:00 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.
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.

Attachment IV

10. 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.
11. Time is of the essence. If TENANT desires additional time, it must be approved in writing by LANDLORD and the additional usage must be paid for in accordance with the current rules and regulations governing the rental fees for the subject facility.
12. 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.
13. 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.
14. 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 7:00 a.m. to 2:00 p.m. LANDLORD may utilize the parking lot area for parking during all other hours.
15. All notices to be given under the Lease Agreement shall be in writing and shall either be personally served against a written receipt therefore 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: Social Services Manager
 Comprehensive Nutrition Project
 Senior Services Division

Department of Community Initiatives
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

With a copy to:

City Clerk
City of San Antonio
P.O. Box 839966
2nd Floor
San Antonio, Texas 78283-3966

Attachment IV

16. 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.

17. 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 _____, 2008.

LANDLORD:

TENANT:

By: _____

By: _____

Dennis J. Campa, Director
Community Initiatives
City of San Antonio

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____

Assistant City Attorney

APPROVED AS TO LEGAL FORM:

By: _____

APPROVED AS TO FINANCIAL CONTENT:

Comprehensive Nutrition Project (CNP)
Site Lease Agreement for Non-Governmental Entities

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 Community Initiatives, or his designated representative, pursuant to Ordinance No. _____, 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 herein after stated, Lessor hereby leases to the Lessee that portion of _____ located at _____, San Antonio, Texas 782__ (hereinafter referred to as the "Leased Premises").

2. The term of this Lease Agreement is for the period beginning October 1, 2008 and ending September 30, 2009. At the end of the term of this Lease Agreement, the Lessee shall have the option to renew this Lease Agreement for an additional one-year period under the same terms and conditions of this Lease Agreement subject to City Council approval. This Lease Agreement can be terminated by the Lessor or Lessee with thirty (30) days' written notification to the other party.

3. The Lessee shall have the right to occupy and use the Leased Premises from Monday through Friday, from 7:00 a.m. to 2:00 pm. (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.

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, 2009 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.

Attachment V

11. 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.

12. Lessor shall pay for all fees and costs for electricity, gas, water, wastewater, and garbage.

13. 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 in writing below. Tables and chairs in the Leased Premises, the kitchen, and all the kitchen equipment.

14. 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.

15. 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 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 LESSEE and the elected officials, employees, officers, directors, volunteers, and representatives of 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 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. LESSOR shall promptly advise the LESSEE in writing 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 the 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 IN THE NAME OF THE LESSEE, any claim or litigation brought against 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.

16. 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.

17. 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.

Attachment V

LESSOR: _____

San Antonio, Texas 782

LESSEE: Social Services Manager
Comprehensive Nutrition Project
Senior Services Division
Department of Community Initiatives
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

with a copy to the City Clerk, City of San Antonio, P.O. Box 839966 2nd floor San Antonio, Texas 78283-3966.

18. 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.

19. 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 _____ 2008.

LESSOR:

LESSEE:

Authorized Representative Signature

Dennis J. Campa, Director
Community Initiatives Department
City of San Antonio

Title

Date

Date

STATE OF TEXAS

Contract # _____

COUNTY OF BEXAR

**DRAFT
COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
NAME OF VOLUNTEER**

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 of the Department of Community Initiatives pursuant to Ordinance No. _____, passed and approved on _____, and _____ ("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 Comprehensive Nutrition Project ("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 Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, 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 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.3 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 Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on _____ and shall terminate on _____.

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 Comprehensive Nutrition Program (CNP) 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 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
- 3.4 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. 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.
- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide a projected total of _____ Congregate Meals for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:
 - (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue and portion control.
- 4.4 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Volunteer shall ensure that food handlers are properly trained and certified.
- 4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.
- 4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at the Center while Project meals are being served.

Attachment VI

- 4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, Volunteer shall notify the City by Friday at 2:00 PM, of the number of meals to be served at the Center the following week.
- 4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.
- 4.9 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.
- 4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

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 on Aging (TDOA), 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 CNP 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 CNP 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.

VI. Reporting Requirements

- 6.1 The Department of Community Initiatives 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 Community Initiatives, the Volunteer shall furnish to the Department of Community Initiatives 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 Community Initiatives 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, ACOG 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.

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 Community Initiatives.

(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 Community Initiatives.

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**

Attachment VI

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 Community Initiatives.

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 Community Initiatives. 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	VOLUNTEER
Social Services Manager	_____
Comprehensive Nutrition Project	_____
Senior Services Division	_____
Department of Community Initiatives	_____
2300 W. Commerce, Suite 203	
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.

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.

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

CITY OF SAN ANTONIO:

VOLUNTEER:

Dennis J. Campa, Director
Department of Community Initiatives

Authorized Signature

(Name of Volunteer)
(Street Address)
San Antonio, TX 782
(City, State, Zip Code)

APPROVED AS TO FORM:

Assistant City Attorney
Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures

STATE OF TEXAS

Contract # _____

COUNTY OF BEXAR

DRAFT
COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
NAME OF VOLUNTEER

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 of the Department of Community Initiatives pursuant to Ordinance No. _____, passed and approved on _____, and _____ ("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 Comprehensive Nutrition Project ("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 Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, 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 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, from _____ a.m. to _____ pm. (the "Project Hours").
- 1.3 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly 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 Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on _____ and shall terminate on _____.

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 Comprehensive Nutrition Program (CNP) 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.
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- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Elderly & Disabled Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide a projected total of _____ Congregate Meals for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:
- (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The Project meal shall be served within the prescribed temperatures as stated in the State Standards, Department of Health, Education, and Welfare Policy and Procedures Manual, which is attached hereof and incorporated herein for all purposes as Attachment III.
 - (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, and portion control.
- 4.4 In accordance with City Ordinance #70354 and State Standards 267.7, Volunteer shall ensure food handlers are properly trained and certified.
- 4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

Attachment VII

- 4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at the Center while Project meals are being served.
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- 4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.
- 4.9 City shall perform periodic inspections of the Volunteer's operations at the Center to ensure compliance with health codes, revenue and portion control.
- 4.10 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.
- 4.11 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

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 on Aging (TDOA), 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 CNP 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 CNP 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.
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- 6.1 The Department of Community Initiatives 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 Community Initiatives, the Volunteer shall furnish to the Department of Community Initiatives 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 Community Initiatives 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,

Attachment VII

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.

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 Community Initiatives.

(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 Community Initiatives.

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

Attachment VII

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 Community Initiatives.
- 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 Community Initiatives. 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

VOLUNTEER

Social Services Manager
Comprehensive Nutrition Project
Senior Services Division
Department of Community Initiatives
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

Attachment VII

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.

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

CITY OF SAN ANTONIO:

VOLUNTEER:

Dennis J. Campa, Director
Department of Community Initiatives

Authorized Signature

APPROVED AS TO FORM:

(Name of Volunteer)
(Street Address)
San Antonio, TX 782
(City, State, Zip Code)

Assistant City Attorney



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 22
Council Meeting Date: 10/9/2008
RFCA Tracking No: R-3862

DEPARTMENT: Community Initiatives

DEPARTMENT HEAD: Dennis J Campa

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Accepting Comprehensive Nutrition Project (CNP) grant from AACOG

SUMMARY:

This ordinance authorizes the acceptance of a grant in an amount up to \$1,865,912.00 from the Alamo Area Council of Governments (AACOG) for the continuation of the Comprehensive Nutrition Project (CNP) from October 1, 2008, through September 30, 2009. Additionally, this ordinance authorizes the Director of the Department of Community Initiatives (DCI), or his designee, to execute sub-grantee contracts and vendor/volunteer site agreements for the operation of senior nutrition sites and use of facilities. This ordinance also authorizes the acceptance of supplemental funds, allocation of carry forward funds, adopts a budget and approves a personnel complement.

BACKGROUND INFORMATION:

The CNP was established in 1973, as an integral part of the Senior Services Division's continuum of services. Today, the City's CNP project is the largest senior nutrition congregate meal program in the State. DCI serves up to 4,100 meals to seniors daily.

DCI operates the CNP using General Funds and Title III-C federal funds awarded in grants by the Texas Department on Aging and Disability Services (DADS) through AACOG. AACOG has indicated that grant funds, of approximately \$1,860,912.00 for CNP and \$5,000.00 for Home Delivered Meals, are available to the City. A copy of the Grant Contract with AACOG is included as Attachment A.

The City's 76 senior centers, 72 of which are in the City and four in the County, as shown by Council District in Attachment B, serve as a community forum for seniors to gather and interact. DCI's goal is to have no less than five centers in each Council District. DCI is currently seeking additional centers for Districts 8 and 9. Centers offer a variety of supportive services to seniors designed to promote active civic involvement and overall health. These services include utility assistance, income tax preparation, solid waste credits, health screenings, dance therapy classes, exercise activities and desktop computer classes to seniors at various nutrition centers. A copy of the Vendor Agreement is included as Attachment C. A copy of the Lease Agreement is included as Attachment D and a copy of the Volunteer Site agreement is included as Attachment E.

ISSUE:

This is the second year of a three-year grant from AACOG for the provision of meals to seniors in San Antonio and Bexar County. This ordinance reflects a continuation of existing City policy to provide services that improve the quality of life for our senior residents.

ALTERNATIVES:

Without approval of this ordinance, the Comprehensive Nutrition Project would not have adequate funding and would curtail meal services to 7,000 seniors.

FISCAL IMPACT:

Historically, AACOG has made an annual grant award, and provides an initial funding allocation that is less than the total grant award. AACOG then subsequently supplements its initial allocations during the funding year, as additional funds become available. Performance measures are based on anticipated funding levels Attachment F. CNP is funded by an AACOG grant and \$3,358,110.00 in City matching funds budgeted in the General Fund. The Personnel Complement is included as Attachment G. The grant application and acceptance was approved by City Council on October 18, 2007, Ordinance No. 2007-10-18-1104. The grant is for a three year period and is renewable each year through FY 2010.

RECOMMENDATION:

Staff recommends approval of the acceptance of the grant from AACOG for the Comprehensive Nutrition Project, as it will enable the program to provide over 980,000 meals to the City's seniors, during the coming year.

ATTACHMENT(S):

File Description	File Name
Attachment A. FY 07-09 AACOG CNP Contract	FY 07-09 AACOG CNP Contract.doc
Attachment B. List of CNP Senior Centers	CNP Senior Centers -attachment b.xls
Attachment C. CNP Vendor Agreement	CNP Vendor Agreement Final FY09.doc
Attachment D. CNP Lease Agreement	CNP Non Governmental Site Lease Agreement Final DRAFT FY 09.doc
Attachment E. CNP Volunteer Site Agreement	CNP Volunteer Site Agreement Final DRAFT FY09.doc
Attachment G. CNP Personnel Complement	FY09 CNP Ordinance Personnel Complement KA.xls
FY09 CNP Budget	FY 2009 CNP Ordinance Budget KA 10 02 08.xls
Voting Results	
Ordinance/Supplemental Documents	200810090915.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Melody Woosley Assistant Director Community Initiatives
Dennis J Campa Director Community Initiatives

APPROVED FOR COUNCIL CONSIDERATION:

Frances A. Gonzalez Assistant City Manager

