KD/vv
04/02/15
Item #30

AN ORDINANCE 2015-04-02-0231

AUTHORIZING THE SUBMISSION OF AN AMERICORPS VISTA GRANT RENEWAL APPLICATION TO THE CORPORATION OF NATIONAL AND COMMUNITY SERVICES AND ACCEPTANCE UPON AWARD OF UP TO 10 VISTA MEMBERS FOR THE PERIOD OF MAY 31, 2015 THROUGH MAY 28, 2016; APPROVING A CASH MATCH BUDGET OF UP TO $23,352.00, AND AN AGREEMENT WITH PRE-K 4 SA FOR ONE VISTA MEMBER AND ACCEPTANCE OF $2,335.20 FOR ITS SHARE OF THE CITY'S CASH MATCH.

* * * * *

WHEREAS, the Corporation for National and Community Service (CNCS) is a federal agency that helps more than 5 million Americans improve the lives of their fellow citizens through service; and

WHEREAS, AmeriCorps VISTA members (VISTAs) serve full-time for a year in anti-poverty organizations and agencies that direct projects, supervise the VISTAs, provide administrative support, and may provide a financial match of 20% of the VISTAs living allowance; and

WHEREAS, On May 9, 2014 CNCS awarded the City, as project manager, a total of up to 10 VISTA positions, and the current grant period ends May 30, 2015; and

WHEREAS, to ensure seamless services for the renewal grant period in which 10 VISTA members are placed in 3 City departments and Pre-K 4 SA, the Department of Human Services must submit a renewal application to CNCS by April 2, 2015; **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 Human Services (DHS) or her designee, is authorized to (1) submit an AmeriCorps VISTA grant renewal application to the Corporation of National and Community Service (CNCS), (2) accept upon award up to $93,408.00 of in-kind AmeriCorps VISTA member services, (3) provide a cash match of up to $23,352.00 for the period of May 31, 2015 through May 28, 2016, and (4) execute any and all documents necessary to effectuate said application and acceptance. A copy of the grant application is incorporated herein for all purposes and is on file with DHS.

SECTION 2. The City Manager or her designee, or the Director of DHS or her designee, is further authorized to execute an agreement with Pre K 4 SA, a subrecipient of one VISTA position, to accept up to $2,335.20 for its share of the City's cash match and to execute amendments, if necessary, for the benefit of the program. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I.**

KD/vv
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SECTION 3. If awarded, acceptance of additional in-kind services in an amount up to 20% of the amount initially awarded, provision of the associated cash match, amendment to the Pre-K 4 SA contract and acceptance of additional funds for their portion of the cash match is hereby authorized

SECTION 4. Internal Order 138000001248 entitled "VISTA Americorps Program FY 2014," and GL 6101100 are hereby designated for use in the accounting for the fiscal transaction in the acceptance upon which the sum of up to $23,352.00 will be appropriated to CNCS upon award and will be distributed as shown in the budget, attached hereto and incorporated herein for all purposes as **Attachment II**.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 2nd day of April, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

for Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**30 (in consent vote: 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 41, 42, 43, 44)**
Date:	04/02/2015
Time:	11:33:45 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the submission of an AmeriCorps VISTA grant renewal application to the Corporation of National and Community Services and acceptance upon award of up to 10 VISTA members for the period of May 31, 2015 through May 28, 2016; approving a cash match budget of up to $23,352.00, and an agreement with Pre-K 4 SA for one VISTA member and acceptance of $2,335.20 for its share of the City's cash match. [Gloria Hurtado, Assistant City Manager; Melody Woosley, Director, Human Services]
Result:	Passed

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

Attachment I

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF SAN ANTONIO
AND
PRE-K FOR SA

This Memorandum of Agreement ("Agreement") between the City of San Antonio, a Texas municipal corporation (hereafter referred to as "City,") acting by and through its Director of the Department of Human Services, and Pre-K for SA (hereafter referred to as "Subrecipient"), as authorized by City Council on _____ pursuant to Ordinance No. _____, sets forth the parties' understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service's ("CNCS") AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§4951 et seq.), hereinafter referred to as "the Act".

PURPOSE

The primary purpose of this Agreement is for the City to provide Subrecipient with one (1) AmeriCorps VISTA member to perform volunteer services to organize parent outreach efforts, enhance parent engagement in a child's education, and help improve parents' capacity as a child's first teacher and advocate, as specified in the City's project application to CNCS. The project described in the City's project application is hereinafter referred to as the "Project".

As a component of the Project, the VISTA member will work with Subrecipient as part of the **Parent Outreach and Engagement Program** (the "Program"), designing and implementing a parent outreach and engagement plan, and developing and implementing an outreach plan to community organizations and school districts who work with similar clients.

Neither CNCS nor the AmeriCorps VISTA program is a party to this Agreement.

I. GENERAL PROVISIONS

1. Term

This Agreement is effective on the date of _____, and shall remain in effect for one year, unless earlier terminated in writing by either or both of the parties. The City shall have the option to renew this Agreement for two additional one-year periods, subject to (a) the City's award of the grant from CNCS for the AmeriCorps VISTA program for the subject renewal term, and (b) the Subrecipient satisfactorily meeting the performance requirements of this Agreement, as solely determined by the City. Each renewal term, along with the initial term, shall be collectively referred to herein as the "Term." The City may immediately terminate, or may terminate with a written notice that specifies an effective date of termination, this Agreement if directed by CNCS, if funding for the Project is reduced or terminated by CNCS or by City Council, or if the Subrecipient fails to comply with any of this Agreement's terms.

2. **Status of Subrecipient and VISTA Members during Service**

a. AmeriCorps VISTA members, in the course of their volunteer service, shall not be considered employees of either Subrecipient or City. Because members serve under the authority of federal statute, their rather limited employment relationship is with the federal government, not the Subrecipient or the City, and is governed by federal law, not state law. An AmeriCorps VISTA member is a federal resource on loan to a local organization. AmeriCorps VISTA members are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically members are considered federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by CNCS to AmeriCorps VISTA members are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

b. Further, Subrecipient understands and agrees that Subrecipient is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of City, and that Subrecipient is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that City shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto. Subrecipient understands and agrees that City shall not be liable for any claims which may be asserted by AmeriCorps VISTAs or any third party occurring in connection with the services performed under this Agreement, and that the Subrecipient has no authority to bind City.

II. STATEMENT OF WORK

The Subrecipient shall adhere to the Statement of Work below, including the description of the work to be performed, and the budget submitted by the City to CNCS for the Project.

Subrecipient shall assign its VISTA member(s) to the Program, supervising and managing VISTA member(s) in their performance of the following duties, among others related to the Program:

1. Design and implement a parent outreach plan to be conducted at each center
    - Research best practices for outreach to parents and develop a plan
    - Design communication tools to include social media outreach
    - Prepare an interest inventory for parents to include their hours of availability, their contact information, and their interests in future topics for workshops, leadership and volunteer opportunities

- Analyze the inventory results for use in developing a parent engagement program

2. Develop and implement an outreach plan to community organizations that work with similar clients or might be able to provide services identified on the parent interest surveys
    - Research and develop a contact list for agencies that serve similar clients and/or who provide services identified on the parent interest surveys
    - Develop and implement targeted outreach events for potential partners
    - Create a database of potential partners, service provided, and contact information

3. Develop and implement an outreach plan to school districts who are partners with Pre-K 4 SA
    - Attend a meeting of district liaisons and provide a brainstorming activity to solicit ways that school districts could be involved with the parents of district students who attend Pre-K 4 SA
    - Prepare a list of possible strategies for involvement that districts might be interested in and send that list to the district liaisons to add contact persons and information
    - Develop and implement a plan for reaching out to district personnel to discuss their involvement

4. Design and implement an innovative parent engagement plan
    - Research innovative best practices for engaging parents
    - Review the analysis of parent interest surveys and the feedback from participating district personnel
    - Facilitate a planning meeting with Pre-K 4 SA staff to share research and data gathered and identify key strategies
    - Ask center staff to identify potential parent leaders
    - Design and implement the plan
    - Develop "friendly" methods of soliciting feedback from parents
    - Prepare quarterly progress reports

III. COMPENSATION BY SUBRECIPIENT TO CITY

1. In consideration of the assignment and work of one (1) AmeriCorps VISTA placed with Subrecipient, Subrecipient agrees to pay City no less than **$2,335.20**, which is the amount equal to Subrecipient's share of the City's cash match to CNCS, on or before May 30, 2016. Payment shall be made to the City at the following address and to the attention of:

City of San Antonio
Finance Department
PO Box 839975
San Antonio, TX 78283

2. City shall not be obligated or liable under the Agreement to any party, including any AmeriCorps VISTAs, for payment of any monies for provision of any goods or services.

IV. RECORDS, REPORTING & PUBLIC INFORMATION

1. The Subrecipient shall maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the Project as City may require. Subrecipient agrees to retain such records as the City may require for a period of three years after completion or termination of the Project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to City for the purpose of litigation, audit or examination.

2. Subrecipient shall submit Program / Project Progress Reports within the time frame required by the City, so that the City meets its reporting obligations under the Project application to CNCS.

3. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Subrecipient receives inquiries regarding documents within its possession pursuant to this Agreement, Subrecipient 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, Subrecipient shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Subrecipient's receipt of such request
4. In accordance with Texas law, Subrecipient 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, Subrecipient agree that no such local government records produced by or on the behalf of Subrecipient pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Subrecipient. Subrecipient also 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. Subrecipient further agrees to turn over to City all such records upon termination of this Agreement.

V. RESPONSIBILITIES OF THE PARTIES

1. **City Responsibilities**. The City will:

   a. Facilitate the selection and assignment of one (1) AmeriCorps VISTA member to the Subrecipient at its discretion and assign replacements, as directed by CNCS, for any AmeriCorps VISTA member who resigns, transfers to other projects or is terminated.

b. Provide technical assistance to the Subrecipient in planning, development, and implementation of the Project, if requested by Subrecipient.

c. Periodically review and assist the Subrecipient's use of AmeriCorps VISTA member to achieve the objectives and perform the task(s) specified in the Statement of Work.

d. Promptly respond to written requests by the Subrecipient to move any AmeriCorps VISTA member from the Program or Project in accordance with the AmeriCorps VISTA program's policies and procedures made available by CNCS to Project participants during upcoming training.

e. Coordinate the collection of progress reports from Subrecipient, the submission of which is required by CNCS.

2. **Subrecipient Responsibilities**. The Subrecipient will:

a. Assist in the recruitment of applicants to become one (1) AmeriCorps VISTA member.

b. Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps VISTA members within the first month of their service.

c. Assist in the provision of pre-service and in-service training, as specified in the City's Project application to CNCS.

d. Operate the Program, and ensure that all VISTA resources are used to carry out the Program as a component of the Project, in accordance with the provisions of the Act, applicable AmeriCorps VISTA program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the AmeriCorps VISTA program. Subrecipient understands and agrees that it may be held financially responsible to CNCS for inappropriate use of VISTA resources.

e. Provide on-the-job transportation and other Program support, including mileage reimbursement or VIA bus passes for AmeriCorps VISTA member(s) for travel during work hours, and other support as specified in the Project application to CNCS.

f. Ensure that the Subrecipient's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA supervisory orientation provided by CNCS or the City.

g. Make every reasonable effort to ensure that the health and safety of AmeriCorps VISTA member(s) are protected during the performance of their assigned duties. The Subrecipient shall not assign or require AmeriCorps VISTA member(s) to perform duties which would jeopardize their safety or cause them to sustain injuries.

h. Indicate to City the actual departure date(s) of AmeriCorps VISTA member(s) who leave prior to completion of service date(s).

i. Allow AmeriCorps VISTA member(s) opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster. All AmeriCorps VISTA program policies, terms and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps VISTA member(s) and City and Subrecipient shall continue while on special disaster relief assignment as if the AmeriCorps VISTA member(s) is/are in traditional service with the originally assigned Subrecipient.

j. Allow AmeriCorps VISTA member(s) to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the members are in service.

k. Report to City, within 24 hours, the unscheduled departure of AmeriCorps VISTA member(s), and otherwise keep City timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA member(s), such as arrests, hospitalization, and absence without leave.

l. Ensure that person(s) selected as AmeriCorps VISTA member(s) to serve at the Subrecipient site is/are not related by blood or marriage to Project staff, City or Subrecipient staff, officers or members of the City or Subrecipient's Board of Directors, or responsible CNCS program staff.

m. Submit Program / Project Progress Reports within the time frame required by the City and maintain records in accordance with Article V, Records, Reporting and Public Information, of this Agreement.

n. Establish internal policies and procedures for suspension and termination of AmeriCorps VISTA member(s), and incorporating a process for hearing and resolving disputes if appropriate.

3. **Nondiscrimination**

a. General Prohibition

The parties understand and agree to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code. No person with responsibilities in the operation of the Project, whether affiliated with City or Subrecipient, shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the Project, and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein

b. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Subrecipient must prohibit sexual harassment and take

immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

(1) Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Subrecipient, its agents or supervisory employees should have known of the acts.

(2) Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.

(3) Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where City or Subrecipient, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

4. **Delegation and Subcontracting**

The Subrecipient is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps VISTA member(s) may not be assigned by the Subrecipient to perform duties with other public or private non-profit agencies or organizations.

5. **Supplemental Payments Prohibited**

Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. City and Subrecipient are strictly prohibited from supplementing these allowances and must ensure that others do not do so.

6. **Prohibitions of Use of CNCS Assistance by City and Subrecipient**

City and Subrecipient both agree that no AmeriCorps VISTA member assigned to the Subrecipient, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

a. Partisan and non-partisan political activities associated with a candidate, including voter registration.

b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.

c. Labor or anti-labor organization or related activities.

d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

7. **Compliance**

The parties shall provide and perform all services under this Agreement in compliance with all applicable federal, state, and local laws, rules and regulations. It is understood and agreed by the parties hereto, that changes in federal, state, and local rules, regulations or laws applicable hereto may occur during the Term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

8. **City and Subrecipient further agree not to:**

   a. Carry out the Project resulting in the identification of such Project with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.

   b. Assign AmeriCorps VISTA member(s) to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.

   c. Accept or permit the acceptance of compensation from AmeriCorps VISTA member(s) or from beneficiaries for the services of AmeriCorps VISTA member(s).

   d. Approve the involvement of any AmeriCorps VISTA member(s) assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

VI. INSURANCE

1. Prior to the commencement of any work under this Agreement, Subrecipient shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Department of Human Services, which shall be clearly labeled "*Pre-K4SA Parent Outreach and Engagement Program*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Department of Human Services. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

2. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

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

TYPE	AMOUNTS
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage e. $100,000

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

5. As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Subrecipient shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Subrecipient shall pay any costs incurred resulting from said changes.

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

6. Subrecipient agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

   - Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
   - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
   - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and
   - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

7. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Subrecipient shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Subrecipient's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

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

12. Subrecipient and any subcontractors are responsible for all damage to their own equipment and/or property.

VII. INDEMNITY

1. **Subrecipient covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Subrecipient activities under this Agreement, including any acts or omissions of Subrecipient, any agent, officer, director, representative, employee, consultant or subcontractor of Subrecipient and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT SUBRECIPIENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER LAW.**

2. **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

3. **Subrecipient shall advise the City in writing within 24 hours of any claim or demand against the City or Subrecipient known to Subrecipient related to or arising out of Subrecipient's activities under this Agreement.**

VIII. NOTICE

Any notice required, permitted or appropriate under this Agreement shall be deemed sufficient, if in writing, and if delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to City or Subrecipient at the respective address set forth below or to any other address of which written notice of change is given.

City
Department of Human Services
Attn: AmeriCorps Program Manager
106 St. Mary's Street, 7th Floor
San Antonio, Texas 78205
víctor.obevoen@sanantonio.gov

Subrecipient
Pre-K 4 SA
Attn: AmeriCorps Management Analyst
7031 S. New Braunfels
San Antonio, Texas 78223
krista.solie@sanantonio.gov

IX. VENUE AND GOVERNING LAW

ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS AGREEMENT SHALL BE IN BEXAR COUNTY, TEXAS.

X. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. No other agreements, oral or otherwise regarding the matters of this Agreement shall be deemed to exist or to bind the parties unless same is executed in accordance with Article XI.

XI. AMENDMENTS

This Memorandum of Agreement may be amended at any time, in writing, and must be executed by authorized representatives of both the City and Subrecipient.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date.

CITY OF SAN ANTONIO

BY: _____
Melody Woosley, Director
Department of Human Services

Date: _____

SUBRECIPIENT

Pre-K for SA

BY: _____
Kathy Bruck, Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

_____
Assistant City Attorney

Attachment II

FY 2015 Americorps VISTA Grant
Budget for 12 Months Period from June 1, 2015 to May 31, 2016

			Budget
	REVENUES		
6500000	In-Kind Revenue	$	93,408
6101100	Interfund Transfer In		23,352
	TOTAL REVENUES	**$**	**116,760**

	APPROPRIATIONS		
	Internal Order 138000000xxx Americorps VISTA Program 2015-2016		
5202010	Temporary Services	$	23,352
6501010	In-Kind Salaries		93,408
	TOTAL APPROPRIATIONS	**$**	**116,760**