

AN ORDINANCE 2007-01-11-0060

AUTHORIZING THE EXECUTION OF CONTRACT AMENDMENTS WITH ALAMO PUBLIC TELECOMMUNICATIONS COUNCIL (DBA KLRN), FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, UNIVERSITY OF TEXAS AT SAN ANTONIO (UTSA), AND POSITIVE BEGINNINGS, INC. IN THE AMOUNT OF \$100,000.00, \$110,000.00, \$100,000.00 AND \$60,000.00, RESPECTIVELY; AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH ALAMO COMMUNITY COLLEGE DISTRICT (ACCD) IN AN AMOUNT NOT TO EXCEED \$80,000.00, ALL TO ASSIST IN FUNDING QUALITY IMPROVEMENT ACTIVITIES FOR EARLY CHILDHOOD EDUCATION PROVIDERS.

* * * * *

WHEREAS, the Department of Community Initiatives (DCI) issued a Request for Proposals (RFP) on January 24, 2006 to support the City's Human Development core issues of Early Childhood Education and Family Strengthening, by soliciting quality improvements for early childhood education providers; and

WHEREAS, said quality improvements included raising the educational/skill levels of teachers and improving teacher wages, improvement of facilities, equipment and materials, age appropriate curriculum enhancements, and accreditation activities; and

WHEREAS, pursuant to Ordinance 2006-09-07-1014, passed and approved on September 7, 2006 (the "Budget Ordinance"), the City Council allocated \$450,000.00 for quality improvements such as continuing education opportunities for childcare professionals; and

WHEREAS, on October 3, 2006, DCI facilitated a focus group of early childhood stakeholders in order to make recommendations regarding the optimal use of these funds; and

WHEREAS, it is now the desire of the City to implement the recommendations of the focus group in the use of the \$450,000.00, and to authorize contract amendments with Alamo Public Telecommunications Council (dba KLRN), Family Service Association of San Antonio, University of Texas at San Antonio (UTSA), and Positive Beginnings, Inc. in the amount of \$100,000.00, \$110,000.00, \$100,000.00 and \$60,000.00, respectively, and to authorize the execution of an interlocal agreement with Alamo Community College District (ACCD) in an amount not to exceed \$80,000.00, all to assist in funding said quality improvements; **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 execute contract amendments with Alamo Public Telecommunications Council (dba KLRN), Family Service Association of San Antonio, University of Texas at San Antonio (UTSA), and Positive Beginnings, Inc. in the

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Item No. 21

amount of \$100,000.00, \$110,000.00, \$100,000.00 and \$60,000.00, respectively, and to execute an interlocal agreement with Alamo Community College District (ACCD) in an amount not to exceed \$80,000.00, all to assist in funding quality improvement activities for early childhood education providers. A copy of the contract amendments, in substantially final form, are attached hereto and incorporated herein for all purposes as Attachments I, II, III and IV, respectively. If an interlocal agreement with ACCD, as first reviewed and approved by the City Attorney, is not signed by both parties within sixty (60) days from the effective date of this ordinance, the authority to execute the interlocal agreement with ACCD becomes null and void, and any further signed documents must be considered by the City Council.

SECTION 2. Funding for this ordinance is available in Fund 11001000 General Fund, Cost Center 3801010001 DCI Management, General Ledger 5201040 Fees to Professional Contractors as part of the FY07 Budget.

SECTION 3. Payment not to exceed \$100,000.00 to Alamo Public Telecommunications Council (dba KLRN), \$110,000.00 to Family Service Association of San Antonio; \$100,000.00 to the University of Texas at San Antonio (UTSA), \$60,000.00 to Positive Beginnings, Inc., and \$80,000.00 to Alamo Community College District (ACCD) is authorized and should be encumbered with a purchase order.

SECTION 4. 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 5. This ordinance shall be effective on and after January 21, 2007.

PASSED AND APPROVED this 11th day of January, 2007.



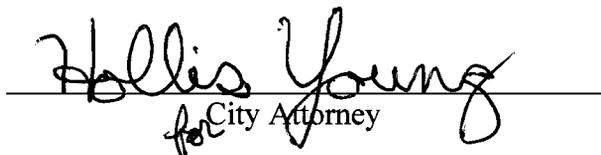
M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


for City Attorney

Agenda Voting Results

Name: Consent Agenda, except for Items 13, 14, 22, 23, 25

Date: 01/11/07

Time: 09:15:55 AM

Vote Type: Multiple selection

Description:

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

**AMENDMENT #1
AGREEMENT WITH
UNIVERSITY OF TEXAS AT SAN ANTONIO**

This amendment of the University of Texas at San Antonio FY2007 agreement (hereinafter referred to as “this Amendment”) is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “City”) acting by and through its designated representative, the Director of the Department of Community Initiatives, pursuant to Ordinance No. _____ passed and approved on _____, 2007, and **University of Texas at San Antonio** (hereinafter referred to as “Contractor”) acting by and through its designated representative.

WHEREAS, the City presently has an agreement in place with Contractor, for the **Early On School Readiness program** pursuant to an Agreement (hereinafter referred to as “the Agreement”) previously executed pursuant to Ordinance No. 200609071014 and

WHEREAS, the City of San Antonio has allocated **\$450,000.00** from the General Fund to increase the level of quality in childcare and invest in **Early Childhood Professional Development**; and

WHEREAS, the City desires to allocate a portion of said funds in the amount of **\$100,000.00** to the Contractor to perform additional services through its **Early On School Readiness program**; and

WHEREAS, it is in the best interest of the City that an amendment to the Agreement now be executed which revises the Contractors Balanced Scorecard Performance Plan and Project Budget, among other things, so that the additional work may be performed; NOW THEREFORE:

City and Contractor agree to amend the Agreement as follows:

1. The documents entitled “Attachment I - Balanced Scorecard Performance Plan (Revision #1)” attached hereto and incorporated herein as Exhibit I and “Attachment II (Budget Revision #1)” attached hereto and incorporated herein as Exhibit II, will hereby supercede the Balanced Scorecard Performance Plan identified as Attachment I in the Agreement and the budget identified as Attachment II in the Agreement, respectively, and all references in the Agreement to Executive Summary and Balanced Scorecard Performance Plan and budget will now refer to the attached Balanced Scorecard Performance Plan (Revision #1) and Attachment II (Budget Revision #1).

2. Section 3.1 is hereby amended as follows:

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. 200609071014 and Ordinance No. _____. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **\$250,000.00**.

3. Section 3.2 is hereby amended as follows:

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

\$49,391.00 Child Care Development Fund Grant Match
\$200,609.00 General Fund

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

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

Executed this the ____ day of _____, 2007.

CITY OF SAN ANTONIO:

CONTRACTOR:

Dennis J. Campa, Director
Department of Community Initiatives

University of Texas at San Antonio
6900 North Loop 1604 West
San Antonio, TX 78249

Date: _____

By: _____

APPROVED AS TO FORM:

Date: _____

Assistant City Attorney

**AMENDMENT #1
DELEGATE AGENCY CONTRACT
WITH
POSITIVE BEGINNINGS, INC.**

This amendment of the **Positive Beginnings, Inc.**, FY2007 Delegate Agency Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative, the Director of the Department of Community Initiatives, pursuant to Ordinance No. _____ passed and approved on _____, 2007, and **Positive Beginnings, Inc.**, (hereinafter referred to as "Contractor") acting by and through its designated representative.

WHEREAS, the City presently contracts with Contractor, for the **Early on School Readiness** pursuant to a Delegate Agency Contract (hereinafter referred to as "the Contract") that was executed on November 6, 2006 pursuant to Ordinance No. 200609071014 and

WHEREAS, the City of San Antonio has allocated **\$450,000.00** from the General Fund to increase the level of quality in childcare and invest in **Early Childhood Professional Development**; and

WHEREAS, the City desires to allocate a portion of said funds in the amount of **\$60,000.00** to the Contractor to perform additional services through its **Early on School Readiness**; and

WHEREAS, it is in the best interest of the City that an amendment to the Contract now be executed which revises the Contractors Balanced Scorecard Performance Plan and Project Budget, among other things, so that the additional work may be performed; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Attachment I - Balanced Scorecard Performance Plan (Revision #1)" attached hereto and incorporated herein as Exhibit I and "Attachment II (Budget Revision #1)" attached hereto and incorporated herein as Exhibit II, will hereby supercede the Balanced Scorecard Performance Plan identified as Attachment I in the Contract and the budget identified as Attachment II in the Contract, respectively, and all references in the Contract to Executive Summary and Balanced Scorecard Performance Plan and budget will now refer to the attached Balanced Scorecard Performance Plan (Revision #1) and Attachment II (Budget Revision #1).

2. Section 3.1 is hereby amended as follows:

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. 200609071014 and Ordinance No. _____. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **\$176,400.00**.

3. Section 3.2 is hereby amended as follows:

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

\$116,400.00 Child Care Development Fund Grant Match
\$ 60,000.00 General Fund

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

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

Executed this the ____ day of _____, 2007.

CITY OF SAN ANTONIO:

CONTRACTOR:

Dennis J. Campa, Director
Department of Community Initiatives

Positive Beginnings, Inc.,
440 Labor Street
San Antonio, Texas 78215

Date: _____

By: _____

APPROVED AS TO FORM:

Date: _____

Assistant City Attorney

**AMENDMENT #1
DELEGATE AGENCY CONTRACT
WITH
FAMILY SERVICE ASSOCIATION OF SAN ANTONIO**

This amendment of the **Family Service Association of San Antonio** FY2007 Delegate Agency Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative, the Director of the Department of Community Initiatives, pursuant to Ordinance No. _____ passed and approved on _____, 2007, and **Family Service Association of San Antonio** (hereinafter referred to as "Contractor") acting by and through its designated representative.

WHEREAS, the City presently contracts with Contractor, for the **Early SMART START Corporate Collaborative** pursuant to a Delegate Agency Contract (hereinafter referred to as "the Contract") that was executed on November 6, 2006 pursuant to Ordinance No. 200609071014 and

WHEREAS, the City of San Antonio has allocated **\$450,000.00** from the General Fund to increase the level of quality in childcare and invest in **Early Childhood Professional Development**; and

WHEREAS, the City desires to allocate a portion of said funds in the amount of **\$80,000.00** to the Contractor to perform additional services through its **SMART START Corporate Collaborative**; and

WHEREAS, it is in the best interest of the City that an amendment to the Contract now be executed which revises the Contractors Balanced Scorecard Performance Plan and Project Budget, among other things, so that the additional work may be performed; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Attachment I - Balanced Scorecard Performance Plan (Revision #1)" attached hereto and incorporated herein as Exhibit I and "Attachment II (Budget Revision #1)" attached hereto and incorporated herein as Exhibit II, will hereby supercede the Balanced Scorecard Performance Plan identified as Attachment I in the Contract and the budget identified as Attachment II in the Contract, respectively, and all references in the Contract to Executive Summary and Balanced Scorecard Performance Plan and budget will now refer to the attached Balanced Scorecard Performance Plan (Revision #1) and Attachment II (Budget Revision #1).

2. Section 3.1 is hereby amended as follows:

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. 200609071014 and Ordinance No. _____. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **\$180,000.00**.

3. Section 3.2 is hereby amended as follows:

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

\$180,000.00 General Fund

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

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

Executed this the ____ day of _____, 2007.

CITY OF SAN ANTONIO:

CONTRACTOR:

Dennis J. Campa, Director
Department of Community Initiatives

Family Service Association of San Antonio, Inc
702 San Pedro Avenue
San Antonio, TX 78212

Date: _____

By: _____

APPROVED AS TO FORM:

Date: _____

Assistant City Attorney

**AMENDMENT #1
DELEGATE AGENCY CONTRACT
WITH
FAMILY SERVICE ASSOCIATION OF SAN ANTONIO**

This amendment of the **Family Service Association of San Antonio** FY2007 Delegate Agency Contract (hereinafter referred to as “this Amendment”) is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “City”) acting by and through its designated representative, the Director of the Department of Community Initiatives, pursuant to Ordinance No. _____ passed and approved on _____, 2007, and **Family Service Association of San Antonio** (hereinafter referred to as “Contractor”) acting by and through its designated representative.

WHEREAS, the City presently contracts with Contractor, for the **Early On School Readiness program** pursuant to a Delegate Agency Contract (hereinafter referred to as “the Contract”) that was executed on November 6, 2006 pursuant to Ordinance No. 200609071014 and

WHEREAS, the Alamo Workforce Development, Inc. has awarded the City of San Antonio **\$103,371.00** to increase the level of service of the **Early On School Readiness program** and

WHEREAS, the City of San Antonio has allocated **\$450,000.00** from the General Fund to increase the level of quality in childcare and invest in **Early Childhood Professional Development**; and

WHEREAS, the City desires to allocate a portion of said funds in the amount of **\$30,000.00** to the Contractor to perform additional services through its **Early On School Readiness program**; and

WHEREAS, the City desires to allocate an additional **\$133,371.00** to the Contractor to perform additional services through its **Early On School Readiness program**; and

WHEREAS, it is in the best interest of the City that an amendment to the Contract now be executed which revises the Contractors Balanced Scorecard Performance Plan and Project Budget, among other things, so that the additional work may be performed; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled “Attachment I - Balanced Scorecard Performance Plan (Revision #1)” attached hereto and incorporated herein as Exhibit I and “Attachment II (Budget Revision #1)” attached hereto and incorporated herein as Exhibit II, will hereby supercede the Balanced Scorecard Performance Plan identified as Attachment I in the Contract and the budget identified as Attachment II in the Contract, respectively, and all references in the Contract to Executive Summary and Balanced Scorecard Performance Plan and budget will now refer to the attached Balanced Scorecard Performance Plan (Revision #1) and Attachment II (Budget Revision #1).

2. Section 3.1 is hereby amended as follows:

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. 200609071014 and Ordinance No. _____. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **\$334,699.00**.

3. Section 3.2 is hereby amended as follows:

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

\$201,328.00 Child Care Development Fund Grant Match
\$103,371.00 Alamo Workforce Development
\$ 30,000.00 General Fund

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

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

Executed this the ___ day of _____, 2007.

CITY OF SAN ANTONIO:

CONTRACTOR:

Family Service Association of San Antonio, Inc
702 San Pedro Avenue
San Antonio, TX 78212

Dennis J. Campa, Director
Department of Community Initiatives

Date: _____

By:

Date:_____

APPROVED AS TO FORM:

Assistant City Attorney

**AMENDMENT #1
DELEGATE AGENCY CONTRACT
WITH
ALAMO PUBLIC TELECOMMUNICATIONS COUNCIL
(dba KLRN)**

This amendment of the **Alamo Public Telecommunications Council (dba KLRN)**, FY2007 Delegate Agency Contract (hereinafter referred to as “this Amendment”) is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “City”) acting by and through its designated representative, the Director of the Department of Community Initiatives, pursuant to Ordinance No. _____ passed and approved on _____, 2007, and **Alamo Public Telecommunications Council (dba KLRN)**, (hereinafter referred to as “Contractor”) acting by and through its designated representative.

WHEREAS, the City presently contracts with Contractor, for the **Early on School Readiness** pursuant to a Delegate Agency Contract (hereinafter referred to as “the Contract”) that was executed on November 6, 2006 pursuant to Ordinance No. 200609071014 and

WHEREAS, the City of San Antonio has allocated **\$450,000.00** from the General Fund to increase the level of quality in childcare and invest in **Early Childhood Professional Development**; and

WHEREAS, the City desires to allocate a portion of said funds in the amount of **\$100,000.00** to the Contractor to perform additional services through its **Early on School Readiness**; and

WHEREAS, it is in the best interest of the City that an amendment to the Contract now be executed which revises the Contractors Balanced Scorecard Performance Plan and Project Budget, among other things, so that the additional work may be performed; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled “Attachment I - Balanced Scorecard Performance Plan (Revision #1)” attached hereto and incorporated herein as Exhibit I and “Attachment II (Budget Revision #1)” attached hereto and incorporated herein as Exhibit II, will hereby supercede the Balanced Scorecard Performance Plan identified as Attachment I in the Contract and the budget identified as Attachment II in the Contract, respectively, and all references in the Contract to Executive Summary and Balanced Scorecard Performance Plan and budget will now refer to the attached Balanced Scorecard Performance Plan (Revision #1) and Attachment II (Budget Revision #1).

2. Section 3.1 is hereby amended as follows:

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. 200609071014 and Ordinance No. _____. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **\$426,108.00**.

3. Section 3.2 is hereby amended as follows:

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

\$140,000.00 General Fund
\$286,108.00 Child Care Development Match Fund

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

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

Executed this the ____ day of _____, 2007.

CITY OF SAN ANTONIO:

CONTRACTOR:

Alamo Public Telecommunications
Council (dba) KLRN
501 Broadway
San Antonio, Texas 78215

Dennis J. Campa, Director
Department of Community Initiatives

Date: _____

By:

Date:_____

APPROVED AS TO FORM:

Assistant City Attorney

STATE OF TEXAS § QUALITY IMPROVEMENT ACTIVITIES
COUNTY OF BEXAR § INTERLOCAL AGREEMENT
CITY OF SAN ANTONIO
AND
ALAMO AREA COMMUNITY COLLEGE DISTRICT

This agreement ("Agreement") is entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation, (hereinafter called "**City**"), acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. _____ dated _____, 2007 and the Alamo Area Community College District SCHOOL DISTRICT, a political subdivision of the State of Texas, acting by and through its Board of Trustees, hereto duly authorized, (hereinafter called "**District**").

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

WHEREAS, the **District** owns various educational facilities which provide eligible quality improvement activities; and

WHEREAS, **City** desires to improve the quality of childcare in San Antonio through support of qualified participants in pursuit of the Child Development Associate National Credential (herein called "CDA"); and

WHEREAS, the **City** and the **District** have come to an agreement regarding mutually advantageous terms for the District to provide said preparatory coursework, and both desire that such agreement be memorialized herein.

NOW, THEREFORE, in light of **City's** budget consideration and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1: Term

- A. This agreement will commence at the time of its execution and continue through the end or remainder of the 2006-2007 school year (including 2007 Summer sessions)
- B. Program operations shall not begin prior to the finalization of this agreement.

Section 2: Components of the Program

- A. **City** will contract with the **District** to provide preparatory CDA certification coursework for the enhancement of childcare in the community. Said coursework services may be accessed by qualified participants.
- B. The District will provide the following:

- 1.) coursework in preparation for attainment of the CDA certificate; and
 - 2.) overall preparation of assessment package to help program participants achieve the CDA credential.
- C. The District must provide preparatory coursework to at least 50 participants during the term of the agreement.
- D. **City** will reimburse District for costs incurred in operating quality improvement activities in an amount not to exceed \$80,000.00. A budget for said Program is attached hereto and incorporated herein for all purposes as Attachment I.

Section 3: Program Site, Supplies, and Maintenance

- A. **District** will provide a program site facility, adequate in size for all of the program participants and activities.
- B. The **District** as deemed necessary will provide supplies for the program.
- C. The **District** will provide reasonable supportive services at all sites.

Section 4: Program Participation

- A. Participation in CDA preparation coursework in support of quality improvement activities is subject to qualification as identified by the District in conjunction with the Family Service Association, Inc. as a partner in the quality improvement activity network.

Section 5: Program Operation

The **District** hereby agrees to comply with all such standards as they are administered and interpreted by the Department of Community Initiatives.

Section 6: Program Staff – Funding and Contract

- A. **City** will reimburse District on a monthly basis for eligible costs incurred under this agreement.
- B. All funds for this program will come from appropriated funds of **City**. In the event such funds are not appropriated in part or in whole by **City** this agreement will terminate and be of no further force or effect

Section 7: Program Evaluation and Record Keeping Requirements

- A. **District** and **City** are both committed to monitoring and continually evaluating and improving the Program to be offered to the participants. **District** agrees to distribute and collect surveys of participants and staff as a means of identifying possible improvements in the program.
- B. **District** agrees to maintain full and accurate records regarding: the number of participants; the activities planned and provided to the participants; the number of hours worked by the staff in support of the Program; the staff involved; and all other

pertinent information regarding the program, which might benefit the **City**. Where permitted by law, **City** will have access to such records at such time as is mutually convenient for both parties.

- A. **District** agrees to provide a monthly report to City on the 5th working day of each month detailing the number of participants.
- B. **District agrees to** secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules and regulations.

Comment [d1]: Page: 5
Section 9 E. Do we also want them to collect this data in some kind of database?

Section 8: Sub-contracting and Assignment

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

Section 9 Relationship of Parties

- A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.
- B. This Agreement insures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

Section 10: Indemnity

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

Section 11: Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto.

Section 12: Notices

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

City of San Antonio
Department of Community Initiatives
P.O. Box 839966
San Antonio, Texas 78283-3966

or to such other address as may have been designated in writing by the City Manager of the City of San Antonio from time to time. Notices to **District** shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to **District** at:

Alamo Community College District
Superintendent
201 W. Sheridan
San Antonio, TX 78204

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

Section 13: Approval of the City

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

Section 14: Entire Agreement

This Agreement, together with the authorizing ordinance or ordinances, in writing, constitutes the entire agreement, with any other written or parol agreement with **District** being expressly waived by **District**. It is understood that the Charter of the City requires that all contracts with the **City** be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance.

Section 15: Authority

Each of the signers of this Agreement hereby represents and warrants that they have authority to execute this Agreement on behalf of each of their governing entities. This Agreement shall be signed in duplicate originals so that each Party hereto shall have an original.

EXECUTED this _____ day of _____, 2006, the **EFFECTIVE DATE**.

**CITY OF SAN ANTONIO,
a Texas Municipal Corporation**

**EAST CENTRAL
INDEPENDENT SCHOOL DISTRICT**

By: _____
Dennis J. Campa, Director
Department of Community Initiatives

By: _____
NAME
Superintendent

Approved as to Form:

City Attorney

MEETING OF THE CITY COUNCIL

ALAMODOME
ARTS & CULTURAL AFFAIRS
ASSET MANAGEMENT
AVIATION
BUDGET & PERFORMANCE ASSESSMENT
BUILDING INSPECTIONS
HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
COMMUNITY RELATIONS
PUBLIC INFORMATION
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
ECONOMIC DEVELOPMENT
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERGOVERNMENTAL RELATIONS
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
ENVIRONMENTAL SERVICES
PARKING DIVISION
REAL ESTATE DIVISION
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA

AGENDA ITEM NUMBER: 21

DATE: JAN 11 2007

MOTION: _____

ORDINANCE NUMBER: 2007-01-11-0060

RESOLUTION NUMBER: _____

ZONING CASE NUMBER: _____

TRAVEL AUTHORIZATION: _____

ROGERO FIGUEROA District 1			
SHERILYN M. MCELROY District 2			
ROLAND GUTIERREZ District 3			
RICHARD P. HERRERA District 4			
PAUL M. HERRERA District 5			
DEBRA L. HERRERA District 6			
ELENA GONZALEZ District 7			
ART A. HALL District 8			
KEVIN A. WOLFF District 9			
CHRISTOPHER "CHIP" HAAS District 10			
PHIL HARDWIGER Mayor			

CONSENT AGENDA