

AN ORDINANCE 2011-03-10-0206

AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE ALAMO COMMUNITY COLLEGE DISTRICT, IN AN AMOUNT UP TO \$286,500.00, TO CONDUCT RESIDENTIAL OUTREACH INTERMEDIARY SERVICES FOR THE BETTER BUILDINGS PROGRAM FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 THROUGH THE DEPARTMENT OF ENERGY.

* * * * *

WHEREAS, President Obama signed the American Recovery and Reinvestment Act of 2009 (ARRA) into law on February 17, 2009, which provides a total of \$787 billion in spending and tax cuts to preserve and create jobs, and make investments in infrastructure, energy and science, unemployment assistance, and State and local stabilization; and

WHEREAS, in order to take full advantage of the funding opportunities and additional services that may be provided to the City of San Antonio as a result of the ARRA, City staff has worked closely with City Council to strategize and align specific City Council ranked projects to individual Federal and State agency funded programs; and

WHEREAS, City Council adopted the *Funding Strategy for City Council Prioritized Federal Economic Stimulus Projects* on March 5, 2009 and amended on April 9, 2009 to reflect additional energy efficiency-related stimulus dollars and this strategy serves as the guide in the City's submittal of "applications" and acceptance upon award of stimulus funds; and

WHEREAS, Ordinance 2010-6-17-0565 authorized the acceptance and appropriation of \$10,000,000.00 in ARRA funds from the U.S Department of Energy for the Retro-Fit Ramp-Up/Better Buildings Program and this project is authorized under that grant; and

WHEREAS, the Better Buildings Program funds will be used to provide low-cost financing for individual homeowners and businesses to perform energy efficiency upgrades to their property and for performing community outreach, which includes "Outreach Intermediaries"; and

WHEREAS, this Ordinance authorizes approval to negotiate and execute an Interlocal Agreement with the Alamo Community College District, in an amount up to \$286,500.00, to conduct residential outreach intermediary services for the Better Buildings Program, funded by the ARRA through the Department of Energy; **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, Office of Environmental Policy, or his designee, is hereby authorized to take all actions necessary to negotiate and execute an Interlocal Agreement with the Alamo Community College District in an amount up to \$286,500.00 to conduct residential outreach intermediary services for the Better Buildings Program through June 3, 2013. This agreement is funded by the American Recovery and Reinvestment Act of 2009 through the Department of Energy. A copy of the Agreement, in substantially final form, is attached and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this Ordinance shall expire 60 days from the effective date.

SECTION 2. The sums listed below are hereby appropriated in the below designated funds and will be disbursed as follows:

Order	Amount	Payment Authorized to	Internal Order	Fund No	Grant Name	GL No
A	\$25,000.00	CPS Energy	155000000053	2301455001	EECBG - ARRA	5202020
B	\$80,000.00	Bexar County Alamo Community	155000000054	2301455001	EECBG - ARRA	5202020
C	\$286,500.00	College	155000000068	2301455003	RRU - ARRA	5202020

Payment is authorized accordingly and should be encumbered with a purchase order.

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

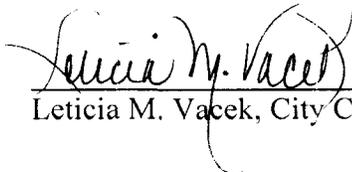
SECTION 4. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 10th day of March, 2011.



M A Y O R
Julián Castro

ATTEST:

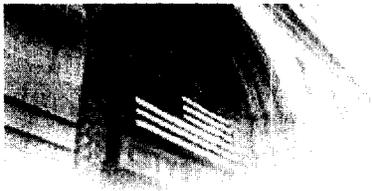


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 20C

Name:	20A, 20B, 20C, 20D						
Date:	03/10/2011						
Time:	10:43:49 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an Interlocal Agreement with the Alamo Community College District in an amount up to \$286,500.00, to conduct residential outreach intermediary services for the Better Buildings Program funded by the American Recovery and Reinvestment Act of 2009 through the Department of Energy.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x			x	
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

INTERLOCAL AGREEMENT
Between
ALAMO COMMUNITY COLLEGE DISTRICT
And
CITY OF SAN ANTONIO
FOR
BETTER BUILDINGS PROGRAM
COMMUNITY OUTREACH INTERMEDIARY FUNCTION

This Implementing Agreement (hereinafter "AGREEMENT") is made by and between Alamo Community College District, a public junior college district and political subdivision of the State of Texas, (hereinafter "ALAMO COLLEGES") and the City of San Antonio, a Texas Municipal Corporation (hereinafter "COSA"), as authorized _____, 2011, pursuant to Ordinance No. 2011-xx-xx-xxxx and acting by and through the Director, Office of Environmental Policy (hereinafter "OEP"), referred to herein individually as a "Party" or collectively as the "Parties", to be effective the ___ day of _____, 2011.

WHEREAS, President Obama signed the American Recovery and Reinvestment Act into law on February 17, 2009. The American Recovery and Reinvestment Act of 2009 provides a total of \$787 billion in spending and tax cuts. The funding is temporary, intended to preserve and create jobs, and make investments in infrastructure, energy and science, unemployment assistance, and State and local stabilization; and

WHEREAS, City Council adopted the Funding Strategy for City Council Prioritized Federal Economic Stimulus Projects on March 5, 2009 and amended on April 9, 2009 to reflect additional energy efficiency-related stimulus dollars. This Funding Strategy Plan serves as the guide in the City's submittal of "applications" and acceptance upon award of stimulus funds; and

WHEREAS, City Council by ordinance 2010-6-17-0565 authorized the acceptance and appropriation of \$10,000,000.00 in American Recovery and Reinvestment Act (ARRA) funds from the U.S Department of Energy for the Retro-Fit Ramp-Up/BetterBuildings Program; and

WHEREAS, these BetterBuildings Program funds will be used to provide low-cost financing options for individual homeowners and businesses to perform energy efficiency upgrades to their property, to expand energy audit/evaluation programs, to improve awareness of energy efficiency program opportunities, and for professional services for program design and administration, a component of which will be to perform community outreach, which includes a role for two so-called "Outreach Intermediaries"; and

WHEREAS, Alamo Colleges and the OEP have met to identify areas of common interest in their respective energy-related community outreach; and

WHEREAS, the ALAMO COLLEGES HUD Hispanic-Serving Institutions Assisting Communities EcoCentro Facility located at San Antonio College, a campus of the ALAMO COLLEGES, is tasked with a community outreach function analogous to the residential outreach intermediary function contemplated in the COSA BetterBuildings Program guidelines;

NOW THEREFORE, it is mutually agreed that the Parties will dedicate the human and

physical resources required to help CPS Energy customers within the CPS Energy service area to identify energy efficiency measures that will reduce their energy costs.

This AGREEMENT shall establish the terms and conditions under which ALAMO COLLEGES will undertake the Community Outreach Intermediary function.

I. Term

The term of this AGREEMENT shall be eighteen (18) months after approval by City Council, and shall terminate August 3, 2012. The term of this agreement may be extended an additional ten (10) months to be effected and executed upon agreement of the Parties to June 3, 2013.

The Parties acknowledge that funding for this Agreement comes in whole or in part from a grant made available through the American Recovery and Reinvestment Act of 2009 (“ARRA”). If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, or if grant funds are subsequently not available, City retains the right to terminate this Agreement at that time, and any subsequent contract period is subject to and contingent upon receipt of such grant funding.

II. Compensation & In-Kind Services

ALAMO COLLEGES will house, as an “in-kind” donation, the Intermediary staff in the EcoCentro facility to be constructed at 1802 North Main, and until such time as that facility is available, in the Oppenheimer Education and Training Center located at 1801 North Main, on the San Antonio College campus. ALAMO COLLEGES will build the Project EcoCentro, a multipurpose community facility, from funds received from the U.S. Department of Housing and Urban Development. EcoCentro will stimulate economic development, revitalize local neighborhoods, and promote affordable housing. It will also include free meeting/office space for neighborhood associations and offer a range of low-cost and free home-improvement workshops to area homeowners. The Intermediary staff office will be furnished and offer telephone and data connectivity provided by ALAMO COLLEGES. Costs to move equipment and staff to the new facility will be borne by ALAMO COLLEGES.

COSA will reimburse specific personnel, equipment, and supply expenses associated with the assistance of ALAMO COLLEGES in carrying out the Intermediary function. Proposed costs for the initial eighteen (18) month period are \$187,300 (One Hundred Eighty Seven-Thousand Three-Hundred Dollars). Should a ten (10) month extension be approved, those proposed costs would be \$99,200 (Nintey Nine-Thousand Two-Hundred Dollars). Total proposed costs for the twenty eight (28) months are \$286,500 (Two Hundred Eighty Six-Thousand Five-Hundred Dollars). These expenses are more fully outlined in Attachment A: Budget. Costs are to be pro rated if an extension is granted for less than ten (10) months.

All supplies and equipment, including but not limited to all audio visual presentation equipment, computer hardware, firmware, software, supplies and accessories, purchased by ALAMO COLLEGES under this Agreement are the property of the CITY and as such will be returned to the CITY at the termination of the Agreement and prior to final payment.

III. Ownership of Documents and Intellectual Property

Any and all writings, records, data, finished or unfinished documents, reports, charts, schedules, or other appended documentation or information pertaining to the Project, in whatsoever form or character, produced by the Parties, pursuant to the provisions of this AGREEMENT, and any related responses, inquiries, correspondence and material, is the exclusive property of COSA; and no such writing, document or information shall be the subject of any copyright or propriety claim by ALAMO COLLEGES.

ALAMO COLLEGES understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, CITY has the right to use all such writings, documents and information as CITY desires without further compensation to ALAMO COLLEGES, and without any restriction.

In accordance with Texas law, ALAMO COLLEGES acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of ALAMO COLLEGES pursuant to this Agreement shall be the subject of any copyright or proprietary claim by ALAMO COLLEGES. **Any intellectual property rights associated with the tool or work product developed under this agreement shall be the property of CITY, and ALAMO COLLEGES shall execute any documents necessary to assign said intellectual property rights to CITY. ALAMO COLLEGES further agrees that any tool or work product developed under this agreement shall be a work-for-hire as defined in Title 17 USC Section 201 and any copyright shall be the property of CITY.**

The term "*local government record*" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

ALAMO COLLEGES shall deliver all documents to the CITY, upon termination of the Agreement, in a timely and expeditious manner, at ALAMO COLLEGES' sole cost and expense.

ALAMO COLLEGES shall retain all records owned by or to which the CITY has the legal right of access to satisfy the CITY's obligations for a retention period required by the Texas Local Government Records Act, being five years from date of contract termination, and in the event of litigation or claims, whatever additional time is necessary to resolve all litigation or claims.

CITY shall be notified immediately by ALAMO COLLEGES of any requests, by a third party, for information pertaining to documentation and records obtained and/or generated under the Agreement. As such, ALAMO COLLEGES understands and agrees that CITY will process and handle all such open records requests.

IV. LIMITATION OF LIABILITY.

ALAMO COLLEGES shall pay all royalties and licensing fees. To the extent allowed by the laws and Constitution of the State of Texas, ALAMO COLLEGES shall hold the CITY harmless and indemnify the CITY from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if ALAMO COLLEGES has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the CITY.

V. Notices

To be effective, notices provided under this AGREEMENT must be in writing, and shall be deemed to have been received for all purposes upon the earlier to occur of (a) actual receipt, or (b) three (3) days after the same is mailed by U.S. certified or registered mail, return receipt requested, and addressed as follows:

If to COSA:

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

With copy to:

Laurence Doxsey, Director
Office of Environmental Policy
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

If to ALAMO COLLEGES:

Steven Lewis, Director
Service Trade and Industry Center
San Antonio College
1300 San Pedro Street, OTC 100
San Antonio, Texas 78212

or addressed to such other address as is provided by written notice from one party to the other.

VI. Governing Law

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.

ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

COSA must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute with ALAMO COLLEGES arising under this AGREEMENT and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code.

VII. Independent Contractors

The relationship between ALAMO COLLEGES and COSA under this AGREEMENT shall be that of independent contractors, and not that of partners, joint venturers, or any other relationship. No party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing. This Agreement, sets out the entire agreement of the Parties in connection with the subject matter addressed herein, and may be modified or amended only in writing executed by ALAMO COLLEGES, and COSA.

VIII. Force Majeure

Notwithstanding any provision herein to the contrary, if any Party fails to fulfill its obligations hereunder (other than an obligation for payment), which such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared or undeclared), revolution, acts of foreign or domestic terrorism, or embargos, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT, provided however, that in no event shall such time extend for a period of more than thirty (30) days.

IX. INDEMNIFICATION

9.1 ALAMO COLLEGES and the City 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 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.

9.2 ALAMO COLLEGES and City shall each promptly notify the other in writing of any claim or demands that become known against them in relation to or arising out of activities under this Agreement.

9.3 The provisions of this section 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.

X. Miscellaneous Terms and Conditions

Entire Agreement. This AGREEMENT supersedes all prior agreements, written or oral, between

COSA and ALAMO COLLEGES concerning the subject matter hereof, and shall constitute the entire agreement and understanding between the parties. This AGREEMENT and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representative for COSA and ALAMO COLLEGES.

No Waiver. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this AGREEMENT shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

Partial Invalidity. If any clause or provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws effective during the term of this AGREEMENT, including any renewals, then and in that event, it is the intent of the parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intent of the parties to this AGREEMENT that, in lieu of each clause or provision of this AGREEMENT that is illegal, invalid, or unenforceable, there be added as a part of this AGREEMENT a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

No Waiver of Immunities. By entering this AGREEMENT and performing hereunder, COSA and ALAMO COLLEGES do not intend, and this AGREEMENT shall not be construed, to (1) waive any privileges, immunities, defenses or limits of liability to which said Party is entitled under law, or (2) establish a joint enterprise or venture for purposes of determining liability.

Assignment. This AGREEMENT, and its rights or obligations, shall not be subcontracted, licensed or assigned by any Party hereto, unless express written authorization is first obtained from the other Party.

XI. ARRA Provisions

Source of Funds – American Recovery & Reinvestment Act: Funds for this contract come in whole or in part from a grant made available through the American Recovery and Reinvestment Act of 2009 (“ARRA”). ALAMO COLLEGES and any subcontractors, as subrecipients of ARRA funds, must comply with all terms, conditions and requirements of the Act and Department of Energy guidance as it currently exists and as they may be changed or supplemented during the term of this contract.

Job Creation and Retention. Pursuant to section 1512c of the ARRA, not later than 5 days after the end of each calendar quarter, ALAMO COLLEGES (also, hereinafter, “you” or “contractor”), must submit a report to COSA that contains an estimate of the number of jobs created and the number of jobs retained as a result of your receiving ARRA funds pursuant to this contract. Include a brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or your existing practice for

describing jobs as long as the terms used are widely understood and describe the general nature of the work. "Jobs created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Access to Contractor Records. Inspectors General, the Accountability and Transparency Board, and the Government Accountability Office are granted authority to examine any records of the contractor regarding ARRA transactions as required by ARRA Sections 902, 1514 and 1515. You acknowledge this requirement and agree to grant such access to these entities and COSA, if requested. You shall maintain documentation of your purchases of materials or goods furnished hereunder that are sufficient to demonstrate that they are U.S.-made. You must retain this documentation for the duration of this contract; and for four years after the expiration or termination of this contract. You shall permit inspection and copying of such documents to these parties and COSA at no cost.

Anti-discrimination and Equal Opportunity Provisions. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance shall apply here. You shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. Generally applicable civil rights laws apply, including (but not limited to) the Fair Housing Act, the Fair Credit Reporting Act, the Americans With Disabilities Act Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act. You agree that you will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

XII. Accountabilities of COSA and ALAMO COLLEGES

Program Coordination. Each institution shall designate a program manager to coordinate the specific activities agreed upon. The designated program manager for COSA is Liza C. Meyer, Special Projects Manager, Office of Environmental Policy. The designated liaison officer for ALAMO COLLEGES is Steven Lewis, Director, Service Trade and Industry Center, San Antonio College. Any changes to these assignments will be provided to the other Party in accordance with Article V. Notices above.

12.1 Accountabilities of COSA

COSA, through the Office of Environmental Policy ("OEP") and in collaboration with COSA's Finance Department, will be accountable for general program administration, including the following:

12.1.1. Financial Administration and Reporting. OEP will be accountable for the following financial and reporting tasks:

- Report monthly financial information to the Department of Energy (“DOE”);
- Receive funds from DOE and transfer funds as appropriate, including but not limited to reimbursement of properly invoiced Program costs incurred by ALAMO COLLEGES within 30 days of receipt of invoice;
- Act as point of contact to DOE for EECBG fund administration.

12.1.2 Program Compliance. OEP will be accountable for the following program compliance tasks:

- Ensure proper auditing for expenditure of federal funds.
- Monitor Program compliance reporting and documentation submittal to DOE.
- Develop program implementation schedule/timetable, with ALAMO COLLEGES.

12.1.3 General Program Administration. OEP shall have the authority to implement additional policies and respond to any inquiries from the DOE as necessary for the successful administration of the BetterBuildings Program Community Outreach Intermediary Program.

12.2 Accountabilities of ALAMO COLLEGES

In general, ALAMO COLLEGES will be accountable for personnel administration and programmatic responsibilities, including the following:

12.2.1 Selection of Personnel and Oversight of Duties. ALAMO COLLEGES will select two individual Outreach Intermediaries, a part-time person and two Work Study student assistants.

Duties of the Outreach Intermediaries:

- The Outreach Intermediaries shall reply to general questions by partner organization’s points of contact as well their members. Questions of more detailed or technical nature should be referred to the CPS Energy Concierge.
- The Outreach Intermediaries shall be on-call to support the City with other outreach activities as required. This includes, but is not limited to, press events, speaking engagements, and outreach activities requested by Council members.
- The Outreach Intermediaries shall manage relationships with all partner organizations as identified by COSA.
- The Outreach Intermediaries shall track and confirm attendance and participation levels at organizational workshops to ensure they qualify for program incentive to be paid to organization.
- The Outreach Intermediaries shall invoice the City and report hours worked in a timely fashion (see Attachment B for a sample invoice procedure).
- The Outreach Intermediaries shall account for all City owned equipment and ensure its return upon completion of the Project.

Duties of the Part-Time Individual and the Work Study Student Assistants:

- The Part-Time Individual and the Work Study Students shall provide year-round assistance to the Outreach Intermediaries.
- The Part-Time Individual and the Work Study Students shall support the Outreach Intermediaries as necessary.

12.2.2 Conducting Train-the-Trainer Volunteer Workshops. ALAMO COLLEGES shall conduct Train-the-Trainer workshops for the primary point of contact for each organization designated to perform outreach activities for the BetterBuildings program.

Workshop requirements will be as follows:

- The number of annual workshops required will be determined by COSA based on the number of eligible partner organizations and customer demand.
- ALAMO COLLEGES shall host workshops annually in at least five (5) locations in different geographic locations of the City of San Antonio.
- ALAMO COLLEGES shall be able to provide these workshops in both English and Spanish.
- ALAMO COLLEGES shall work with the partner organization point of contact to identify meeting time and location, and develop methodology to advertise meeting
- ALAMO COLLEGES shall host workshops and travel to organization's facility

Workshops will include the following information:

- Overview of the components and offerings of the BetterBuildings Program including self energy evaluations, home assessments and audits, rebates and tax credits, financing options, and customer support services provided by CPS Energy (known as the concierge). Description of the typical process flow for a BetterBuildings Program participant.
- Overview of the incentives offered to partner organizations and program participants through enrolling customers and completing self energy evaluations. This overview will also provide information on how to collect organizational and individual incentives.
- Technical overview on the benefits of home energy retrofits and upgrades including reductions in energy consumption, utility bills, and greenhouse gas emissions
- Overview on how home energy retrofits take place from evaluation to installation to financing. Provide guidance on how to select a trustworthy contractor.
- Strategies for engaging members of their organizations and community in order to market the BetterBuildings program and increase enrollments.

Eligible costs for workshop planning include:

- Facility (including rental fees if not owned by respondent) for hosting workshop (strong emphasis will be placed on securing free City and ACCD facilities in the first instance);
- Staff time for conducting workshop;
- Materials required conducting workshop (handouts, audio-visual equipment, etc.)

XV. Invoicing and Updates

ALAMO COLLEGES will be accountable for submitting personnel timesheets indicating type of staff, rate, and activities performed with reporting every two weeks for the Office of Environmental Policy to calculate the number of jobs created/retained that demonstrates ALAMO COLLEGES ARRA Job Reporting requirements.

Please note that the 90 (Ninety) day close-out period, beginning March 4, 2013, must be completed by June 3, 2013.

ALAMO COLLEGES will provide status updates and deliverables timelines when available, though not less frequently than once at the end of each calendar quarter.

XVI. Termination

For purposes of this Agreement, “termination” of this Agreement shall mean termination by expiration of the Agreement term or earlier termination pursuant to any of the provisions hereof. The agreement will be in effect until the termination date, or termination is requested by one of the Parties. Notice of termination shall be given in writing at least 60 days prior to the effective date of the termination. Such termination shall not affect exchanges in process prior to the effective date of the termination.

Termination not sole remedy. In no event shall City’s action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City’s remedies, nor shall such termination limit, in any way, at law or at equity, City’s right to seek damages from or otherwise pursue ALAMO COLLEGES for any default hereunder or other action.

XVII. Review of Agreement

The partners agree to consult periodically concerning the status of these collaborations and other relevant matters.

Attachment A – BUDGET

Budget Item	Proposed Cost Initial Term -	Proposed Cost Extension -	Proposed Cost TOTAL -
	18 Months	10 Months	28 Months
One Full-time position - Supervisor	72,000	40,000	112,000
One Full-time position	67,500	37,500	105,000
One Half-time position	24,000	13,300	37,300
Two Part-time Federal Work Study Assistants	4,800	2,700	7,500
Printing Costs	7,000	4,000	11,000
Office Supplies	3,000	1,700	4,700
Audio Visual Equipment	3,000	N/A	3,000
Four Office Computers	6,000	N/A	6,000
TOTAL	187,300	99,200	286,500

Attachment B – SAMPLE INVOICE

To Be Provided