AN ORDINANCE 2015-10-15-0875

AMENDING THE ADOPTED 2016 FISCAL YEAR GENERAL FUND BUDGET AND INCREASING APPROPRIATIONS IN SEVERAL CITY DEPARTMENTS.

* * * * * *

WHEREAS, in accordance with the applicable provisions of the City Charter and the Texas Local Government Code, and pursuant to Ordinance No. 2015-09-10-0754, passed and approved on September 10, 2015 (the "FY 2016 Budget Ordinance"), the City's Annual Operating Budget for FY 2016 was adopted (the "Budget"); and

WHEREAS, a list of City Council requested amendments to the General Fund were provided to on September 4, 2015, before the adoption of the FY 2016 Budget; and

WHEREAS, the Mayor and City Council deferred the adoption of amendments to the General Fund with the anticipation that a collective bargaining agreement with the Police Union would be tentatively agreed upon by early October and that funding for the amendments would be needed for a tentative agreement; and

WHEREAS, on September 30, the Police Union notified the Mayor and City Council of their decision to cease contract negotiations; and

WHEREAS, the Mayor requested that the amendments to the FY 2016 General Fund Budget, deferred in September, move forward to the City Council for consideration and approval; and

WHEREAS, following extensive discussions and deliberations on the subject, the City Council desires to accept all of the City staff recommendations; **NOW THEREFORE**:

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

SECTION 1. The FY 2016 Budget adopted through Ordinance No. 2015-09-10-0754, passed and approved on September 10, 2015, is hereby amended to adjust General Fund Expenditures identified below in the manner specified.

General Fund Revenues. The General Fund FY 2016 adopted revenue budget is $1,096,298,734. A budget adjustment is hereby approved to increase revenues by $400,000. The revised General Fund revenue budget for FY 2016 is $1,096,698,734.

General Fund Expenditures. The General Fund FY 2016 adopted expenditure budget is $1,098,678,289. A budget adjustment is hereby approved to increase appropriations by $4,088,895. The revised General Fund expenditure budget for FY 2016 is $1,102,767,184.

The budgets of the Departments to be adjusted, and the specific adjustments to such budgets, are set forth in Attachment 1 and Attachment 2.

SECTION 2. Additional Outside Agency Contracts.

A. **Eastside Christian Action Group ("ECAG").** Subject to Section 5 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract with the Eastside Christian Action Group ("ECAG"), in substantially the same form and content as shown in Attachment 3, for the operations of Wheatley Heights Sports Complex located in M.L. King Park, in the amount of $150,000 from the General Fund, which is consistent with the appropriations as amended in the FY 2016 Budget.

B. **Westside Development Corporation.** Subject to Section 5 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement with the Westside Development Corporation, in substantially the same form and content as shown in Attachment 4, for the Enrique M. Barrera (EMB) Grant Program to provide assistance to businesses impacted by the recent name change from Old Highway 90 to Enrique M. Barrera Parkway, in the amount of $100,000 from the General Fund, which is consistent with the appropriations as amended in the FY 2016 Budget.

C. **San Antonio Chamber of Commerce.** Subject to Section 5 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement with the San Antonio Chamber of Commerce, in substantially the same form and content as shown in Attachment 5, to work with Alamo Community College District to hire an Executive Director for the San Antonio Talent for Economic Competitiveness Initiative, in the amount of $144,000 for a total not to exceed $244,000, which is consistent with the appropriations as amended in the FY 2016 Budget.

D. **Project Quest.** Subject to Section 5 of this Ordinance, the City Manager, or her designee, is authorized to execute an amendment to the agreement with Project Quest, Inc., in substantially the same form and content as shown in Attachment 6, in the amount of $500,000 for a total amount not to exceed $2,021,750, which is consistent with the appropriations as amended in the FY 2016 Budget.

E. **Project Quest - Cloud Academy.** Subject to Section 5 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement with Project Quest, Inc., in substantially the same form and content as shown in Attachment 7, for a job training program known as "the Cloud Academy", in the amount of $200,000 from the General Fund, which is consistent with the appropriations as amended in the FY 2016 Budget.

F. **P16Plus Council of Greater Bexar County.** Subject to Section 5 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract with P16Plus Council of Greater Bexar County, in substantially the same form as shown in Attachment 8, for My Brother's Keeper Program, in the amount of $150,000 from the General Fund, which is consistent with the appropriations as amended in the FY 2016 Budget.

G. **Family Endeavors.** Subject to Section 5 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract with Family Endeavors in substantially the same form as shown in Attachment 9, for veterans homeless prevention and outreach

services, in the amount of $150,000 from the General Fund, which is consistent with the appropriations as amended in the FY 2016 Budget.

H. **DreamVoice, LLC.** Subject to Section 5 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract with DreamVoice LLC in substantially the same form as shown in Attachment 10, for the implementation of DreamWeek, in the amount of $100,000 from the General Fund, which is consistent with the appropriations as amended in the FY 2016 Budget.

I. **LiftFund.** Subject to Section 5 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract with LiftFund Inc in substantially the same form as shown in Attachment 11, for a loan buy down program, in the amount of $250,000 from the General Fund, which is consistent with the appropriations as amended in the FY 2016 Budget.

SECTION 3. Civilian Personnel Positions. Section 19.A of the FY 2016 Budget Ordinance authorized the number of City-funded personnel positions in all City-funded Departments as set forth in Attachment 62 to the FY 2016 Budget Ordinance. Effective October 15, 2015, Attachment 62 is hereby amended by Attachment 12 of this Ordinance, which authorizes a total of eleven new civilian full-time positions.

SECTION 4. Police Uniformed Positions. Effective October 15, 2015 the number of uniformed police positions by fund and rank for FY 2016 is fixed as follows:

Rank	General Fund	Grant Funds	Total
Police Officer	1,513	4	1,517
Police Detective-Investigator	540	12	552
Police Sergeant	235	3	238
Police Lieutenant	49	0	49
Police Captain	20	0	20
Deputy Chief	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1
Total	**2,366**	**19**	**2,385**

SECTION 5. Ethics Disclosure. Section 2-59 of the City Code of San Antonio, Texas (Ethics Code) requires all individuals and business entities seeking a discretionary contract from the City to disclose certain information in connection with the proposal.

For those agencies in Section 2 that receive funding through a discretionary contract which have not complied with the disclosure requirements set out in Section 2-59 of the Ethics Code, funds will be appropriated through this Ordinance but not considered for expenditures until such time as the agency has fully complied with the disclosure requirements. In the event of such noncompliance, authority to execute the respective contract shall be granted through subsequent ordinance.

SECTION 6. FY 2016 Budget Ordinance in Full Force and Effect. Except as amended by prior ordinances and as amended by the foregoing provisions of this Ordinance, the FY 2016 Budget Ordinance shall remain unchanged and in full force and effect.

SECTION 7. Effective Date. This Ordinance is effective immediately, upon passage by eight (8) affirmative votes; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**13 (in consent vote: 5, 6, 8, 9, 10, 11A, 11B, 12, 13, 15, 16, 17, 19, 20, 22A, 22B)**
Date:	10/15/2015
Time:	10:05:50 AM
Vote Type:	Motion to Approve
Description:	An Ordinance amending the adopted Fiscal Year 2016 General Fund Budget and increasing appropriations in several city departments. (Maria Villagomez, Assistant City Manager; Chad Tustison, Interim Budget Director)
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	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				
Michael Gallagher	District 10		x			x	

Agenda Item:	**13 (in consent vote: 5, 6, 8, 9, 10, 11A, 11B, 12, 13, 15, 16, 17, 19, 20, 22A, 22B)**
Date:	10/15/2015
Time:	10:50:31 AM
Vote Type:	Motion to Reconsider
Description:	An Ordinance amending the adopted Fiscal Year 2016 General Fund Budget and increasing appropriations in several city departments. (Maria Villagomez, Assistant City Manager; Chad Tustison, Interim Budget Director)
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		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				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

Agenda Item:	**13**
Date:	10/15/2015
Time:	11:15:20 AM
Vote Type:	Motion to Approve
Description:	An Ordinance amending the adopted Fiscal Year 2016 General Fund Budget and increasing appropriations in several city departments. (Maria Villagomez, Assistant City Manager; Chad Tustison, Interim Budget Director)
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		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				x

Attachment 1

ATTACHMENT 1
FISCAL YEAR 2016 REVENUES

		ADOPTED AMOUNT		REVISED AMOUNT
GENERAL FUND FY 2016 REVENUES				
Revenues				
Current Property Tax	$	293,694,785	$	293,694,785
City Sales Tax		274,646,415		274,646,415
CPS Energy		335,933,940		335,933,940
Business and Franchise Tax		30,682,970		30,682,970
Liquor by the Drink Tax		7,714,000		7,714,000
Delinquent Property Tax		2,727,474		2,727,474
Penalty and Interest on Delinquent Taxes		2,130,000		2,130,000
Licenses and Permits		7,859,992		7,859,992
San Antonio Water System		13,896,079		13,896,079
Other Agencies		8,015,702		8,015,702
Charges for Current Services				
General Government		3,738,452		3,738,452
Public Safety		40,515,970		40,515,970
Highways/Streets/Sanitation		770,664		770,664
Health		2,768,116		3,168,116
Recreation and Culture		11,604,074		11,604,074
Fines		12,302,770		12,302,770
Miscellaneous Revenue				
Sale of Property		3,658,436		3,658,436
Use of Money and Property		1,882,253		1,882,253
Interest on Time Deposits		596,055		596,055
Recovery of Expenditures		2,185,853		2,185,853
Miscellaneous		203,048		203,048
Interfund Charges		1,800,000		1,800,000
Total Revenue	**$**	**1,059,327,048**		**1,059,727,048**
Other Revenues				
Transfers from Other Funds		36,971,686		36,971,686
Total Revenue and Transfers	**$**	**1,096,298,734**		**1,096,698,734**

ATTACHMENT 1

FISCAL YEAR 2016 APPROPRIATIONS

	ADOPTED AMOUNT	REVISED AMOUNT
GENERAL FUND FY 2016 APPROPRIATIONS		
Departmental Appropriations		
Animal Care	$ 12,538,983	$ 12,538,983
Center City Development and Operations	16,487,244	16,587,244
City Attorney	8,242,623	8,242,623
City Auditor	2,915,668	2,915,668
City Clerk	3,446,923	3,446,923
City Manager	3,179,198	3,179,198
Code Enforcement Services	14,478,535	14,729,932
Eastpoint Office	589,663	789,663
Economic Development	9,172,164	9,566,164
Finance	11,625,382	11,625,382
Fire	291,247,077	291,247,077
Government and Public Affairs	7,070,503	7,150,503
Health	12,427,282	12,827,282
Historic Preservation	1,560,838	1,560,838
Human Resources	5,842,752	5,842,752
Human Services	19,388,587	19,838,587
Library	37,711,983	37,711,983
Management & Budget	3,425,347	3,425,347
Mayor & Council	7,026,705	7,026,705
Municipal Court	13,901,811	13,901,811
Municipal Elections	84,811	84,811
Parks & Recreation	47,344,163	47,794,163
Planning	3,581,574	3,631,574
Police	425,037,118	425,100,616
Parks Police	13,909,439	13,909,439
Transportation and Capital Improvements	79,498,576	79,898,576
Agencies	19,027,505	19,527,505
Non-Departmental/Non-Operating	25,510,697	26,260,697
Transfers	2,405,138	2,405,138
Total Appropriations	**$ 1,098,678,289**	**$ 1,102,767,184**

Attachment 2

CITY OF SAN ANTONIO
CITY MANAGER'S OFFICE

TO: Mayor and City Council

FROM: Sheryl Sculley, City Manager

COPY: Executive Leadership Team

DATE: October 9, 2015

SUBJECT: **BUDGET AMENDMENTS TO THE FY 2016 GENERAL FUND BUDGET**

This correspondence transmits budget amendments to be discussed at the City Council "B" session next week on October 14.

These amendments to the General Fund were provided to the Mayor and City Council on September 4, before the adoption of the FY 2016 Budget. The Mayor and City Council deferred the adoption of amendments to the General Fund with the anticipation that a collective bargaining agreement with the Police Union would be tentatively agreed on by early October and that funding for the amendments could potentially be needed for a tentative agreement.

The City began meeting with the police union to negotiate a new collective bargaining contract in January 2014. Significant progress was made in the month of September 2015; however on September 30, the Police Union notified the Mayor and City Council of their decision to cease contract negotiations. As a result of this, the Mayor has requested that the amendments to the FY 2016 General Fund Budget, deferred in September, move forward to the City Council for consideration and approval.

In summary, there are 28 expenditure amendments to the FY 2016 General Fund Adopted Budget totaling $3.7 Million. The list of potential amendments reflects input from the Mayor and City Council provided during the August and September work sessions, and input from residents at the budget open houses and budget public hearings. Also included in these amendments is the City's match for a Community Oriented Policing Services (COPS) Grant for 4 new police officers that the City was notified last week of award. The budget amendments are proposed to be funded partially from CPS additional revenues received in FY 2015 and funds set aside for Collective Bargaining Lump Sum Payment for Police Officers. The Fire Union Lump Sum amount was already re-allocated to street maintenance in the FY 2016 Adopted Budget. With this action the General Fund will remain balanced.

ATTACHMENT

City Council Request for Potential Budget Amendments to the FY 2016 Adopted Budget

As of October 9, 2015

General Fund Budget

DRAFT

Item No	Revenue Amendments	FY 2016 Budget Impact	FY 2017 Budget Impact
1	Use of additional General Fund Revenues and less expense for July, August and September and from funds set aside for Collective Bargaining Lump Sum Payment for Police Officers offered by City and rejected by SAPOA. The Fire Union Lump Sum amount was already re-allocated to street maintenance in the FY 2016 Adopted Budget.	3,688,895	0
	Total Revenue Amendments	**$3,688,895**	**$0**

Item No	Expenditure Amendments	FY 2016 Budget Impact	FY 2017 Budget Impact
1	1 staff position for Urban Design within the Linear Creekway Program	110,000	96,000
2	EastPoint Promise Zone Sustainability Plan	100,000	0
3	My Brother's Keeper	150,000	0
4	Funding to improve visitor experience at the Missions/UNESCO World Heritage site	500,000	0
5	SA-TEC Workforce Initiative at Alamo Colleges. Budget includes $100K carryforward approved in the mid-year budget adjustment; this is combined with $100K contribution from the County to hire an Executive Director. Additional funds of $144K will be utilized to hire additional staff in March 2016.	144,000	0
6	Child care for EastPoint residents participating in job training ($80,000) and ($20,000) for an afterschool program.	100,000	100,000
7	LiftFund (formerly Accion Texas) - Loan buy down program which will provide reduced interest loans at 5% for qualifying small businesses and entrepreneurs.	250,000	0
8	Wheatley Heights Sports Complex Operating Support	150,000	0
9	Spark Park (Pershing Elementary)	50,000	0
10	Shade Structures for Carver Library and Lions Field	40,000	0
11	MLK March Route Infrastructure Improvements	50,000	0
12	Westside Development Corporation for continued business outreach, economic development opportunities, trainings, seminars, and revitalization efforts for major roadway corridors on the Westside	100,000	0
13	Low Water Crossing at O.P. Schnabel - Warning Signs and Flashers	50,000	0
14	Urban Soccer Leadership Academy. Adds funding for youth development activities.	50,000	0

City Council Request for Potential Budget Amendments to the FY 2016 Adopted Budget

As of October 9, 2015

General Fund Budget - Continued

DRAFT

15	Adds funding to the San Antonio Parks Foundation for program funding at D7 Parks	50,000	0
16	Co-locate the District 7 Field Office to the Maury Maverick Library allowing to eliminate one leased location. (Currently $14,000 is paid annually for rent at one of the two field offices)	150,000	0
17	Increase funding for Mayor's Challenge to End Veteran Homelessness. Resources for outreach staff to connect veterans to community services.	150,000	150,000
18	Funds for the Texas Rio Grande Legal Aid Veterans' Justice Program to prevent veteran homelessness	50,000	0
19	Revitalization Study: Fredericksburg Road bounded by Donaldson and Balcones Heights city limits	50,000	0
20	Funds for the Mayor's Commission on the Status of Women to educate businesses and the community on strategies the City uses to ensure equal pay and equal opportunity for female employees, and to invite public input on ways to close the gender-based wage gap in San Antonio	50,000	
21	Five Health Inspectors (Cost of $400,000 to be recovered by increasing inspection fees)	0	0
22	Three Code Enforcement Officers	251,397	217,032
23	Project Quest - Proposed Budget includes $1.5 Million and this amendment will increase the FY 2016 allocation to $2 Million. $50,000 of this allocation would be dedicated to provide a coding boot camp to veterans with the goal of securing employment in technology	500,000	0
24	Project Quest - Cloud Academy	200,000	0
25	Dream Week 2016 - Provides funding for a 12 day summit in January 2016 that includes events centered on celebration of diversity, equality and tolerance. (Same as amount provided to Martin Luther King Jr. Memorial City/County Commission)	100,000	0
26	Adds one support position for Military Affairs	80,000	106,667
27	Regulatory signage of Hands Free Ordinance at City's entry point	150,000	0
28	COPS Grant Match - Provides for City's portion of expenses associated with 4 new Police Officer positions partially funded by COPS Grant ($500,000 grant over 3 years). Total cost to city over three year grant period is $663,395.	63,498	260,048
	Total General Fund Expenditure Amendments	**$3,688,895**	**$929,747**

Note: A Study for relocation alternative for Day Laborers was requested as a budget amendment. This study will be performed in-house by the Department of Human Services and the Office of Innovation.

Attachment 3

STATE OF TEXAS
COUNTY OF BEXAR FUNDING AGREEMENT
CITY OF SAN ANTONIO

This Agreement ("Agreement") is entered into by and between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. _____ and Eastside Christian Action Group ("ECAG").

WITNESSETH:

WHEREAS, following approval by Bexar County voters in May 2008, the Bexar County Venue Tax Program awarded Eastside Christian Action Group (ECAG) $7,500,000 for development of a sports complex at Martin Luther King Park and in the Wheatley Heights area; and

WHEREAS, City and ECAG are also parties to a License Agreement , which was originally approved by Ordinance 2009-06-18-0532 and obligates ECAG to serve as the primary operator, manager and maintainer of the Wheatley Heights Sports Complex on approximately 170 acres of the Martin Luther King Park in the Wheatley Heights area; and

WHEREAS, pursuant to Ordinance 2012-03-01-0146, ECAG and City entered into a Funding Agreement for $570,000.00 to assist ECAG with initial expenses for operation and management of the Wheatley Heights Sports Complex; and

WHEREAS, pursuant to Ordinance 2014-09-18-0690, ECAG and City entered into a Funding Agreement for $125,000.00 to be used by ECAG for the operation and management for the Wheatley Heights Sports Complex, with the City retaining up to $40,000.00 in consideration of performing certain grounds maintenance duties such as mowing; and

WHEREAS, the City has adopted the FY 2016 Annual Budget which includes an appropriation of $150,000 to be used by ECAG for the continued operation and management for the Wheatley Heights Sports Complex; and

NOW THEREFORE:

The parties hereto agree as follows:

1. The term of this Agreement is from the date of execution by both parties through September 30, 2016. This Agreement in no way signifies a continued commitment by the City beyond this term.

2. For the benefit of the public, ECAG will operate the Wheatley Heights Sports Complex located at 1023 Upland Drive, San Antonio TX ("Project") under the License provisions identified in Exhibit A. The License provisions terminate in accordance with the term of this Agreement as described in Provision 1 above.

3. In order to partially offset ECAG's operating and management expenses associated with the Project, the City will provide up to $150,000.00 ("Funds") to ECAG in multiple disbursements during the term of this Agreement for the expenses reflected in the attached Exhibit B ("Allowable Expenses").

   The Director of the Parks and Recreation Department may amend this Agreement without further action by City Council in order to revise the Allowable Expenses in Section 3 and Exhibit B of this Agreement.

   A total of $150,000.00 in Funds is subject to appropriation by City Council as part of the Fiscal Year 2016 Annual Budget. ECAG shall be limited to receiving disbursements for Allowable

Expenses totaling no more than the amount appropriated by City Council through September 30, 2016.

4. Within 30 days of execution of this agreement, ECAG shall submit a request for disbursement to City based upon the Allowable Expenses as outlined in Section 3 and Exhibit B. The request for disbursement shall include the anticipated costs by budget line item and estimated period of time to be covered by the funds. After the initial disbursement, ECAG may request subsequent disbursements based on the available remaining funds and shall include with each disbursement request the anticipated costs by budget line item and estimated period of time to be covered by the funds.

   Up to the amount disbursed by the City each quarter, ECAG shall submit to City a report listing allowable expenses paid, the payee, and date and amount paid. Each report shall include a copy of invoices and evidence of payment for each expenditure must be attached to each report. Such reports shall be due to the City based on the following schedule:

   - January 31, 2016;
   - April, 30, 2016;
   - July 31, 2016; and
   - October 31, 2016.

   ECAG agrees to provide other supporting documentation as may be requested by City.

   City will review ECAG's reports and supporting documentation and notify ECAG if any expenditures are determined by City to be outside the permissible parameters of this Agreement and deemed unallowable. If expenses are determined to be unallowable, ECAG shall have the option to substitute allowable expenses as deemed appropriate by the City or repay the amount of disallowed costs to City.

5. ECAG shall furnish the Parks and Recreation Department a year-end financial statement prepared by a certified public accountant for the budget line items funded by or through the City as set out in Exhibit B within one hundred and twenty (120) days of the last disbursement.

6. All Funds and accounts into which ECAG may deposit the Funds will be subject to review and/or audit by City.

7. Payment and financial transactions shall be as follows:

   a. An accounting system which accurately reflects all costs chargeable (paid and unpaid) with the Funds is mandatory. A Receipts and Disbursements Ledger of paid invoices relating to the matters set out in Exhibit B must be maintained which will reflect paid invoices revealing check number, date paid and evidence of goods or services received;

   b. All records and files on matters funded by this Agreement will be open for inspection and audit at any reasonable time during the term hereof by representatives of the City, and shall continue to be so available for a period of three (3) years. If at the end of three (3) years, there is litigation or if the audit report covering such Agreement has not been accepted, ECAG shall retain the records until the resolution of such litigation or audit.

   c. City shall not be obligated to any third parties (including any subcontractors of ECAG);

   d. Notwithstanding any other remedy contained herein or provided by law, the City may

delay, suspend, limit, or cancel rights or privileges herein given to ECAG for failure to comply with this Agreement. Specifically, the City may withhold Funds in cases where it determines that ECAG is not in compliance with this Agreement.

8. The City's Department of Parks and Recreation is assigned monitoring, fiscal control, and evaluation of ECAG's use of Funds as set out in Exhibit B. Therefore, at such times and in such form as may be required, ECAG shall furnish such statements, records, data, and information and permit such interviews with personnel and board members pertaining to the matters covered by this Agreement.

9. Should any expense or disbursement be subsequently disapproved or disallowed as a result of any audit, ECAG will refund such amount to the City. ECAG further authorizes the City to deduct such amount or charge as a claim against future disbursements.

10. THIS SECTION INTENTIONALLY LEFT BLANK

11. All furniture, fixtures, equipment and unused supplies purchased with City Funds shall remain at the Project site upon termination of this Agreement.

12. No City employment rights or benefits are implied or conveyed to ECAG or any employees hired by ECAG or its contractors under this Agreement.

13. ECAG warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the sums to be paid under the terms of this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

14. ECAG agrees that neither the Project nor the funds provided therefore, nor the personnel employed in the administration of the program, shall be in any way or in any extent engaged in the conduct of political activities in violation of its tax-exempt status. Prohibited activities include, but are not necessarily limited to, the assignment by ECAG of any employee in the agency to work for or on behalf of a political activity, to take part in voter registration activities, to provide voters and prospective voters with transportation to the polls, or to participate in partisan political activities, such as lobbying, collecting funds, making speeches, assisting at meetings, doorbell ringing, and distributing political pamphlets in an effort to persuade others of any political view.

15. ECAG agrees that under no circumstances will the Funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity.

16. ECAG agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

17. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and ECAG.

18. INSURANCE

Prior to the commencement of any work under this License, **LICENSEE** shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Parks and Recreation Department, which shall be clearly labeled "EASTSIDE CHRISTIAN ACTION GROUP" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The **CITY** will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the **CITY**. The **CITY** shall have no duty to pay or perform under this License until such certificate and endorsements have been received and approved by the **CITY'S** Parks and Recreation Department. No officer or employee, other than the **CITY'S** Risk Manager, shall have authority to waive this requirement.

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

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

	TYPE	AMOUNT
1.	Workers' Compensation and Employers Liability	Statutory $1,000,000/$1,000,000/$1,000,000
2.	Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Contractual Liability d. Products/completed operations e. Personal Injury	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence $2,000,000 general aggregate or its equivalent in umbrella or excess liability coverage
3.	Comprehensive Automobile Liability a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence or its equivalent
4.	Property Insurance: For physical damage to the property of Licensee, including improvements and betterment to the Licensed Premises, if applicable.	Coverage for 100% of the replacement cost of Licensee's property.
	Builders Risk (if applicable)	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.

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

City of San Antonio
Attn: Parks and Recreation Department/Contract Services
P.O. Box 839966
San Antonio, Texas 78283-3966

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

A. Name the **CITY** and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the **CITY**, with the exception of the workers' compensation and professional liability policies;

B. 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;

C. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the **CITY**; and

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

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

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

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

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

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

19. INDEMNIFICATION

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. ECAG shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or ECAG known to ECAG related to or arising out of ECAG's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at ECAG's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving ECAG of any of its obligations under this paragraph.

20. THIS SECTION INTENTIONALLY LEFT BLANK

21. ECAG shall not assign or transfer its interest in this Agreement without the written consent of the City Council of San Antonio. Any attempt to transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

22. For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
Director,
Department of Parks and Recreation
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address: 114 West Commerce Street, 11th Floor
San Antonio, Texas 78205

ECAG
Kenneth R. Kemp, Interim Board Chair
746 Morningview Drive
San Antonio, Texas78220

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

23. No elected official, director, officer, agent or employee of City or ECAG shall be charged personally or held contractually liable by or to City or ECAG under any term or provision of this Agreement, or because of any breach thereof, or because of its or this execution, approval, or attempted execution of this Agreement.

24. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

25. Should ECAG fail to fulfill, in a timely and proper manner, obligations under this Agreement and (i) it shall not correct any such failure within sixty (60) days following the date the City provides ECAG of written notice of such violation, or (ii) if such default cannot be reasonably cured within sixty (60) days of such notice, if ECAG has failed to begin to cure such matter within sixty (60) day period and diligently pursue such cure thereafter, the City shall thereupon have the right to terminate this Agreement by sending written notice to ECAG of such termination and specify the effective date thereof. ECAG shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final.

26. All of the work performed under this Agreement by ECAG shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the CITY OF SAN ANTONIO and County of Bexar.

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

28. The signer of this Agreement for City and ECAG each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and ECAG respectively, and to bind City and ECAG to all of the terms, conditions, provisions and obligations herein contained.

In witness of which this Agreement has been executed effective the _____ day of _____, 2015.

CITY OF SAN ANTONIO:

_____
Sheryl Sculley
City Manager

APPROVED TO AS FORM:

_____
City Attorney

Attest:

_____
City Clerk

ECAG:

_____
Rev. Kenneth R. Kemp,
Interim Board Chair

EXHIBIT A

LICENSE AGREEMENT PROVISIONS

1. WITNESSETH:

1.1 WHEREAS, **CITY** desires to provide amateur sports and recreational facilities for the use of the citizens of San Antonio and Bexar County; and

1.2 WHEREAS, **LICENSEE** is a Texas non-profit organization and covenants and agrees to maintain such status throughout the term of this Agreement; and

1.3 WHEREAS, **CITY** owns Martin Luther King Park and flood buyout property known as Wheatley Heights; and

1.4 WHEREAS, a Bexar County Venue Tax Project election held May 10, 2008 was approved by the voters of Bexar County and the short term motor vehicle rental tax was identified as the source of funds for the design and construction of an amateur sports venue project at Wheatley Heights; and

1.5 WHEREAS, pursuant to Ordinance No. 2009-06-18-0532, passed and approved on June 18, 2009, **CITY** and **LICENSEE** entered into a License Agreement for a Bexar County Venue Tax Project for Martin Luther King Park and the Wheatley Heights flood buyout property located in City Council District 2; and

1.6 WHEREAS, pursuant to Ordinance No. 2014-06-19-0466 passed and approved on June 19, 2014, **CITY** and **LICENSEE** agreed to renew the License Agreement at Wheatley Heights for a one-year (1) term; and

1.7 **WHEREAS, LICENSEE** continues to operate the Wheatley Heights; and

1.8 **WHEREAS**, the **CITY** and **LICENSEE** wish to establish the License provisions terminating on September 30, 2016;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT, for and in consideration of the mutual benefits to **CITY** and **LICENSEE** and the observance of the terms and conditions set forth hereinafter, the parties hereto agree to the following:

2. APPOINTMENT AND RENT

2.1 For so long as **LICENSEE** maintains its non-profit status and remains in good standing with its governing body throughout the term of this **Agreement**, **CITY** hereby designates **LICENSEE** as the primary user and maintainer of approximately 170 acres of certain land at Martin Luther King Park and Wheatley Heights being part of N.C.B. 10677, 10698, 10699, 10703, 10704, 10710, 10711, 10712, 10713, 10714, 10715, 10720, 10721, 10722, 10723, 10724, 10725, 10726, 10728, 10729, 10730, 10731, 10732, San Antonio, Bexar County, and **LICENSEE** hereby accepts such obligations and agrees to perform such services and duties as required hereinafter.

2.2 In consideration of the public benefit of derived from **LICENSEE'S** operations, **LICENSEE** shall not owe any rent under this agreement.

3. USE

3.1 **CITY**, for and in consideration of the mutual benefits to **CITY** and **LICENSEE** and the observance of the terms and conditions set forth hereinafter, hereby grants to **LICENSEE** permission to enter and use the Premises described in **EXHIBIT A** which is attached hereto and incorporated by reference herein for the purposes set forth in Section 3.2 below.

3.2 The Premises shall be occupied by **LICENSEE** for amateur sports and related activities. **LICENSEE** agrees and specifically understands that permission herein given does not grant to **LICENSEE** any interest or estate in the Premises but is a mere personal privilege to do certain acts of a temporary character upon the Premises, and that **CITY** retains dominion, possession and control of the Premises, including access thereto at all times. **CITY** reserves the right to impose and enforce all necessary and proper rules for the management and operation of the Premises.

3.3 **LICENSEE** shall allow the use of the Premises by other amateur sports groups, subject to the availability of the Premises based on **LICENSEE'S** use for its own practices, games, tournaments, maintenance, and other related uses. **LICENSEE** shall establish policies and fees associated with the use of the Premises by other amateur sports groups, and such policies and fees will be consistently and fairly applied to all other users. Fees established shall be reasonable, customary, and based on rates found at similar facilities for similar use. All fees collected from use by other amateur sports groups shall be used to offset **LICENSEE'S** cost of maintenance of the Premises. Information on the policies and fees shall be made available to the general public, either through **LICENSEE'S** website, publications, or other means of dissemination to the public. **LICENSEE** agrees to give priority consideration to regional tournaments and other events that will result in attendance by large numbers of citizens of **CITY,** Bexar County, or visitors outside of Bexar County.

3.4 **CITY** shall have the right to use the Premises for **CITY** activities and events for up to ten (10) days in any calendar year during the term of this **Agreement** ("City Days"). **CITY'S** right to City Days shall be subject to the availability of the Premises based on **LICENSEE'S** use for its own practices, games, tournaments, maintenance, and other related uses, as well as previously scheduled use by other amateur sports groups as outlined in Section 3.3 above. **CITY** shall be exempt from the payment to **LICENSEE** of any rent or fees for City Days. **CITY** shall use its best efforts to avoid any damage to the Premises, and any damage caused as a result of **CITY's** use shall be promptly repaired by **CITY**, at **CITY's** expense. During City Days and County Days neither **CITY** nor County shall be bound by any exclusivity contracts for concession sales entered into by **LICENSEE** with any concession suppliers.

3.5 **LICENSEE** agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, state and federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation hereof. If the attention of **LICENSEE** is called to any such violation, **LICENSEE** or those under its control will immediately desist from and correct such violation.

3.6 **LICENSEE** acknowledges and agrees that it has been informed that it has obligations to the general public under the terms of the Americans with Disability Act of 1990 as codified In 42 U.S.C. § 12101(a)(1) and (2) and as amended from time to time. **LICENSEE** covenants and agrees that it will comply with all the terms and obligations contained therein, and, as part of its indemnification of the **CITY**, indemnify, hold harmless and defend **CITY** from all claims which might arise from **LICENSEE**'S activities under this Agreement.

4. TERM

4.1 The term of these License provisions expire on September 30, 2016 in accordance with the funding agreement, if not earlier terminated according to the terms hereof.

5. ACCEPTANCE AND CONDITIONS OF PREMISES

5.1 **LICENSEE** has had sufficient time and opportunity to examine the Premises and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. **LICENSEE'S** taking possession of the Premises shall be conclusive evidence of **LICENSEE'S** acceptance thereof in good satisfactory order in its present condition **AS IS, WHERE IS AND WITH ALL FAULTS** as suitable for the purpose for which licensed. **CITY** specifically disclaims any warranty of suitability for intended commercial purposes of **LICENSEE**.

5.2 **LICENSEE** agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair, or improve the Premises, either before or after the execution hereof, have been made by **CITY** or its agents to **LICENSEE** unless the same are contained herein or made a part hereof by specific reference herein.

6. LICENSEE'S MAINTENANCE OBLIGATIONS AND DUTIES

6.1 General Maintenance: **LICENSEE** shall, at its sole expense, provide year round maintenance service of the Premises. The level of maintenance will be the more stringent of the maintenance standards required in the Operating Agreement between Bexar County and **LICENSEE** or the quality of maintenance service demonstrated in other **CITY**-owned fields and improvements. In addition to the other obligations of **LICENSEE** set forth herein, **LICENSEE** shall render the following services and perform the following duties with regard to its maintenance of the Premises for **CITY** in a faithful, diligent, and efficient manner:

6.1.1 Keep the grass watered, mowed and trimmed to sustain acceptable standards of use conditions;

6.1.2 Grass must be mowed and trimmed up to the fence lines and all fencing is to be cleared of all debris and foliage;

6.1.3 At a minimum, provide weekly trash pickup and removal service and keep all areas of the Premises free from litter and debris, including following all practices and games;

6.1.4 Seed and fertilize fields as required to sustain acceptable standards of playing conditions;

6.1.5 Provide pest control services as needed;

6.1.6 Level the fields with dirt/sand as needed to sustain acceptable standards of playing conditions;

6.1.7 Maintain all buildings and structures, including but not limited to, concession structures, restrooms, storage units, signage, lighting fixtures, irrigation systems in good repair at all times, promptly making any needed repairs or replacements;

6.1.8 Keep all improvements free of graffiti;

6.1.9 Provide such other maintenance tasks and chores as may be required to sustain the fields, parking areas, and all improvements at acceptable standards of use conditions. All structures and equipment that are vandalized must be cleared of debris and graffiti within five (5) days.

6.2. **LICENSEE** shall be responsible for making all capital repairs and/or improvements

(including physical and functional obsolescence) necessary to maintain the Premises in a first class condition throughout the term of this **Agreement.**

6.3 **LICENSEE** shall establish and maintain a Capital Repair and Improvement Fund and deposit into such Capital Repair and Improvement Fund all net revenues remaining after payment of all usual and customary operating expenses and after funding any necessary contingency reserve funds (such contingency reserve funds not to exceed ten percent (10%) of **LICENSEE'S** total annual revenue). Revenues are hereby defined as all revenues and income of every nature and from whatever source derived by **LICENSEE** from the operation of the Premises (but excluding grants and donations for capital purposes or specific projects) including, but not limited to, rents, ticket sales, concessions, and other revenues received therefrom. The Capital Repair and Improvement Fund will be a funding source for the maintenance, repair, refurbishment and replacement of the improvements to the Premises including without limitation all furniture, fixtures and equipment. **LICENSEE** shall use its best faith effort to operate the Premises in a manner that results in the deposit of monies into the Capital Repair and Improvement Fund each year. **LICENSEE** shall maintain complete books and records reflecting the sources and uses of the Capital Repair and Improvement Fund, including the manner in which **LICENSEE** has allocated revenues to the Capital Repair and Improvement Fund. **CITY** shall have the right to examine, inspect and audit such records as necessary to determine **LICENSEE'S** compliance with the requirement hereof. Lack of adequate funding in the Capital Repair and Improvement Fund shall not reduce or eliminate **LICENSEE'S** obligation to make necessary capital improvements and repairs. At the conclusion of the term of this **Agreement**, or any extended term, or upon the early termination of this **Agreement**, all funds remaining in the Capital Repair and Improvement Fund shall become the property of **CITY**.

6.4 **LICENSEE** shall promptly repair any damage to the Premises. Notwithstanding any contrary provisions herein contained, should the Premises be damaged by fire, tornado or other casualty, **CITY** shall be under no obligation to rebuild or repair the Premises, however, **LICENSEE** shall be obligated to rebuild or repair the Premises to the same or better condition as prior to any event of casualty.

6.5 No parking is allowed in any area other than the designated parking area shown as a parking lot in **EXHIBIT A** (if applicable). Parking on the fields is strictly prohibited and will be seen as a violation of this **Agreement** and subject to default.

6.6 In carrying out the aforestated maintenance responsibilities, **LICENSEE** agrees to provide at its sole cost and expense the manpower and equipment needed to accomplish aforesaid maintenance responsibilities.

7. UTILITIES

7.1 **LICENSEE** shall provide for and pay directly to the utility companies, all utility company connection charges, including, but not limited to, the cost of installing a separate electric meter, telephone lines and connections and any cable/satellite television connection fees, and all charges incurred for heat, gas, electricity, water, sewer, garbage collection, telephone, cable/satellite TV, or any other utility services, used in or on the Premises and **LICENSEE** shall furnish and install all electric light bulbs, tubes, and ballasts. **CITY** shall not be liable to **LICENSEE** in damages or otherwise if said services are interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of **CITY.**

7.2 During seasons and/or years that the Edwards Aquifer Authority and/or San Antonio Water System (SAWS) has deemed that water restrictions, based on the Aquifer Management Plan, are required, **LICENSEE** agrees to follow and comply with the posted water restrictions, which currently include, but are not necessarily limited to:

7.2.1. **Stage 1** Aquifer level reaches 660 mean sea level feet: Ball field may only be watered during the hours of 12:00 a.m. to 10:00 a.m. and 8:00 p.m. to 12:00 a.m.[1], and only once a week.

7.2.2. **Stage 2** Aquifer level reaches 650 mean sea level feet: Ball field may only be watered during the hours of 3:00 a.m. to 8:00 a.m., and 8:00 p.m. to 10:00 p.m., and only to the extent necessary to protect health and safety, unless conservation plan is otherwise approved by SAWS.

7.2.3. or a **LICENSEE** Water Use Plan, which has been pre-approved by SAWS.

7.2.4. **LICENSEE** shall comply with the posted water restrictions as may be modified form time to time and can be located on SAWS website at http://www.saws.org/conservation/droughtrestrictions/ or by calling 210-704-SAVE (7283).

8. SCHEDULED MAINTENANCE

8.1. If requested by City, **LICENSEE** agrees to provide City a copy of its annual maintenance program and to submit same in writing to City within thirty (30) days after receipt of City's request.

8.2. **LICENSEE** further agrees to notify **CITY** in writing two (2) weeks in advance of any anticipated deviations from aforesaid scheduled maintenance program except in such cases when inclement weather precludes **LICENSEE** from carrying out its planned maintenance schedule.

9. CITY'S RIGHT OF INSPECTIONS

9.1. **CITY**, through its Parks and Recreation Director and/or his representative(s), shall have the right to inspect the Premises at any time.

10. CONCESSIONS

10.1. **LICENSEE** shall, during its use of the Premises as provided herein, have the right to operate concessions for the sale of food, non-alcoholic beverages, and similar consumable items. **LICENSEE** shall have the exclusive use of any concession stand(s) erected by it upon the Premises as well as stocks of items supplied by it. No fee for the right to operate said concessions shall be payable to **CITY**; provided however, that all profits generated thereby shall be applied to the operation of **LICENSEE. LICENSEE** shall obtain and maintain at its sole expense, all permits or licenses required for its concession operations hereunder. **LICENSEE** shall have the right to enter into exclusive sales contracts with concession suppliers which will prohibit the sale of the products of other suppliers, subject however to the terms of Section 4.

11. IMPROVEMENTS

11.1. **LICENSEE** may, subject to having first obtained the written approval of **CITY**, install and/or

[1] SAWS allows for landscape irrigation until 12:00 midnight; however, the Park curfew closes the park(s) at 11:00 p.m.

construct facilities and improvements suitable for amateur sports and recreational activities. During any period of construction or installation, **LICENSEE,** its members, employees, agents, and contractors shall ensure that the performance of said construction or installation does not cause or result in damage to **CITY** property or adjoining property. In the event damage does occur, **LICENSEE** shall promptly make all repairs so as to restore the property to its condition prior to the damage. Improvements constructed or installed by **LICENSEE** shall be the property of **LICENSEE** during the term of this **Agreement.**

11.2. **LICENSEE** shall present, for review and written approval, all designs, plans, and specifications to the **CITY** and applicable **CITY** boards prior to commencing any construction or installation upon the Premises, including the initial improvements and any and all improvements during the term of this **Agreement**. While **CITY** may render any assistance it deems advisable, all costs for construction and related activities shall be borne solely by **LICENSEE**. **CITY** reserves the right to enter the Premises at any time to inspect construction in progress and/or to determine the condition of fields and facilities so as to insure **LICENSEE'S** compliance with this **Agreement.**

11.3 **LICENSEE** agrees that it shall obtain any and all plans approvals, necessary permits, and clearances relative to lighting, sewer system, and construction from appropriate local, state, and federal regulatory agencies, including FAA, if required. A copy of said permits or clearances shall be provided to **CITY** prior to the start of any construction. **LICENSEE** covenants that it shall not bind, or attempt to bind, **CITY** for payment of any money in connection with any construction authorized hereunder and that it will fully indemnify and hold harmless the **CITY** against any and all claims, liens, suits, or actions asserted on account of labor, materials, or services furnished to **LICENSEE** during the performance of any said construction and against any claim for injury to person or property. Following execution of this **Agreement**, **CITY** shall request a waiver of **LICENSEE'S** building inspection, review and permitting fees by the Planning and Development Services Department.

11.4 **LICENSEE** shall provide to **CITY** copies of all environmental studies and reports completed in conjunction with the development and construction of improvements.

11.5 Any improvements so installed by **LICENSEE** which can be removed without damage to the Premises may be removed at the sole expense of **LICENSEE** at the termination of this **Agreement** without payment therefore being made by **CITY,** except however, that equipment and improvements paid for by **CITY** or Bexar County shall not be removed. If the improvements are not so removable without said damage to the Premises or were paid for by **CITY** or Bexar County, then said improvements become the property of the **CITY**.

11.6 **LICENSEE** has entered into one or more agreement(s) with Bexar County regarding the initial funding of improvements and operation of the Premises ("County Agreements"). **LICENSEE** hereby agrees to notify **CITY** at least ten (10) days prior to an amendment to any County Agreements.

12. DEFAULTS AND TERMINATION RIGHTS

12.1. Default by **LICENSEE:** Any of the following events shall constitute default by **LICENSEE** under this **Agreement:**

12.1.1 **LICENSEE** shall apply for or consent to the appointment of a receiver, trustee, or liquidator of **LICENSEE** or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or file an answer admitting the material allegations of a petition filed against **LICENSEE** in any bankruptcy, reorganization, or insolvency proceedings, or if any order, judgment, or decree

shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating **LICENSEE** as bankrupt or insolvent or approving a petition seeking reorganization of **LICENSEE**, or appointing a receiver, trustee, or liquidator of **LICENSEE** or of all or a substantial part of its assets, and such order, judgment, or decree shall continue non-stayed and in effect for any period of sixty (60) consecutive days; or

12.1.2. **LICENSEE** shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this **Agreement** to be kept, observed, or performed by **LICENSEE,** and such default shall continue for a period of thirty (30) days after notice thereof by **CITY** to **LICENSEE**, or if such default cannot be cured within thirty (30) days, then such additional period as shall be reasonable provided so long as **LICENSEE** has commenced to cure such default and diligently pursues such cure to completion.

12.1.3. **LICENSEE** abandons all or any part of the Premises.

12.1.4. Bexar County ever declares **LICENSEE** in default of any County Agreements with **LICENSEE.**

12.1.5 **LICENSEE** fails to maintain its status as a 501(c)(3) non-profit entity.

12.2. Remedies of **CITY:** Upon the occurrence of an event of default by **LICENSEE** as specified in this **Agreement** hereof, **CITY** shall be entitled to terminate this **Agreement** and **CITY** shall have no further obligation hereunder.

12.3 Upon receipt by **LICENSEE** of notice of default from **CITY** or Bexar County, **LICENSEE** shall cease the expenditure of any funds contained in the Capital Repair and Improvement Fund, unless **LICENSEE** requires the use of a portion of the Fund to cure the default. In such case, **LICENSEE** shall submit to **CITY** and Bexar County, for their written approval, a request for expenditure from the Fund and shall provide a detailed description of the planned use of the Fund which would cure the default. In the event that the default is cured, **LICENSEE'S** right to expend monies contained in the Capital Repair and Improvement Fund, as outlined in Section 6.3 of this **Agreement,** shall be restored. In the event that the default is not cured and the **Agreement** is terminated by **CITY**, **LICENSEE** shall immediately transfer all funds contained in the Capital Repair and Improvement Fund to **CITY** for use for maintenance, repair, replacement, refurbishment of the Premises.

12.4. Default by **CITY**: **CITY** shall be in default under this **Agreement** if **CITY** fails to keep, observe, or perform any material covenant, agreement, term, or provision of this **Agreement** to be kept, observed, or performed by **CITY,** and such default shall continue for a period of thirty (30) days after notice thereof by **LICENSEE** to **CITY**, or if such default cannot be cured within thirty (30) days, then such additional period as shall be reasonably provided that **CITY** has commenced to cure such default and diligently pursues such cure to completion.

12.5. Remedies of **LICENSEE**: Upon the occurrence of an event of default as specified in this **Agreement** hereof, **LICENSEE** shall be entitled to terminate this **Agreement** and shall have such other rights at law or equity to which it may be entitled.

13. INDEMNIFICATION

13.1 LICENSEE covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to LICENSEE'S activities under this Agreement, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant or subcontractor of LICENSEE, and their respective officers, agents employees, directors and

representatives while in the exercise of the rights or performance of the duties under this 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 LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

13.2 The provisions of this **INDEMNITY** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **LICENSEE** shall advise the **CITY** in writing within twenty four (24) hours of any claim or demand against the **CITY** or **LICENSEE** known to **LICENSEE** related to or arising out of **LICENSEE'S** activities under this **Agreement** and shall see to the investigation and defense of such claim or demand at **LICENSEE'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **GRANTEE** of any of its obligations under this paragraph.

14. REPORTS AND RECORDS

14.1 Within sixty (60) days following the end of **LICENSEE**'s fiscal year of each year, **LICENSEE** shall provide to City an annual report that shall include the following:

14.1.1 Copies of all inspection reports completed by Bexar County or their designee in the previous calendar year and provided to **LICENSEE** and all reports submitted to Bexar County by **LICENSEE** during the previous calendar year;

14.1.2 Accounting of the Capital Repair and Improvement Fund, as defined in section 6.3 above, including detail regarding all funds deposited on a monthly basis and withdrawals for repairs and improvements, accompanied by copies of each monthly bank statement for the Capital Repair and Improvement Fund bank account for the previous calendar year;

14.1.3 List of current officers including address, telephone number and e-mail address;

14.1.4 Number of participants in **LICENSEE's** programs, including age rage;

14.1.5 Any modifications to **LICENSEE's** by-laws and/or articles of incorporation.

14.2 If requested by **CITY**, **LICENSEE** will provide an accounting of its revenue and expenditures for one or more of its fiscal years, in a form acceptable to **CITY;** such accounting to be provided within fifteen (15) days after receipt of a written request by **CITY.**

14.3 Throughout the term of this **Agreement** and any extensions hereof, **LICENSEE** shall maintain complete and accurate permanent financial records of all income and expenditures. Such records shall be maintained on a comprehensive basis, in accordance with generally accepted auditing standards. Such financial records and supporting documentation shall be preserved in Bexar County, Texas, for at least five (5) years and shall be open to **CITY** inspection, review, and audit following reasonable notification of intent to inspect.

14.4 **CITY** reserves the right to conduct, or cause to be conducted, a review and/or audit of **LICENSEE'S** records at any and all times deemed necessary by **CITY** provided, however, an audit will be conducted no more often than one time per year. **CITY** staff, a Certified Public Accountant (CPA), or other auditors as designated by **CITY**, may perform such audits and/or reviews. **CITY** reserves the right to determine the scope of every audit and/or review. In accordance herewith, **LICENSEE** agrees to make available to **CITY** all accounting records.

15. [THIS SECTION INTENTIAONLLY LEFT BLANK]

16. SIGNS

16.1 **LICENSEE** hereby agrees not to install or display any permanent sign(s) upon the Premises without the prior written approval to install or display said sign(s) by the **CITY**. Temporary signs used for sponsorship recognition may be installed from time to time without sign approval by the **CITY** as long as standard design of the sign has been approved in advance. For purposes of this Agreement, temporary signs shall be defined as any sign or banner that is placed on the Premises before the game begins, and removed at the conclusion of the game. Signs which advertise businesses, sponsors, products, services, logos, or events not available upon the Premises must be installed facing inward and must not be legible from the entrance or streets adjacent to the Premises. **LICENSEE** agrees it will not install any signs that advertise or promote alcohol use, tobacco use or sexually oriented businesses or any other matter inappropriate for a youth sports league. **LICENSEE** further agrees to comply with such design criteria as may be established and amended from time to time by duly authorized **CITY** authority and to comply with established sign review procedures for proposed new signs. In order to ensure public safety, certain sign installations, especially signs that require a pole with concrete, may require the use of a licensed and bonded sign contractor. **CITY** hereby acknowledges that **LICENSEE** shall display signage that acknowledges the contribution of Bexar County to the development and construction of the Premises with such signage to be permanently installed in a prominent location agreed to by Bexar County Commissioners Court and **CITY**.

17. ASSIGNMENT

17.1 **LICENSEE** shall not sublicense, assign, mortgage, or pledge this **Agreement** or any part of the Licensed Premises or any interest therein without first obtaining the written consent of Bexar County and **CITY** through the Director of the Parks and Recreation Department. Any such action by **LICENSEE** without the written consent of **CITY** shall be null and void, and shall, at the option of **CITY** terminate the **Agreement**. Sublicensee shall accept all terms and conditions of this **Agreement**, including the terms of use outlined in Section 3 herein.

18. RELATIONSHIP OF PARTIES

18.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto create a relationship other than the relationship of **LICENSOR** and **LICENSEE**.

19. CONFLICT OF INTEREST

19.1 **LICENSEE** acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a **CITY** officer or employee, as those terms are defined therein, from having a financial interest in any contract with the **CITY** or any **CITY** agency such as **CITY**-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the **CITY** or in the sale to the **CITY** of land, material, supplies, or services, if any of the following individual(s) or entities is a party to the contract or sale: a **CITY** officer or employee, or his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market values of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a **CITY** contract, a partner or a parent or subsidiary business entity.

19.02 **LICENSEE** warrants and certifies, and this **Agreement** is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY or any of its agencies such as CITY owned utilities.

20. SEPARABILITY

20.1 The parties hereto agree that if any clause or provision of this **Agreement** is determined to be illegal, invalid or unenforceable under any present or future federal, state, or local law, including, but not limited to, the City Charter, City Code, or City ordinances of the City of San Antonio, Texas, effective during the term of this **Agreement**, then and in that event it is the intention of the parties hereto that the remainder of this **Agreement** shall not be affected thereby, and it is also the intention 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.

21. NOTICES

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

City of San Antonio
Department of Parks and Recreation
Contract Services Division
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
City Hall-Second Floor
P.O. Box 839966
San Antonio, Texas 78283-3966

or to such other address as may have been designated in writing by the **CITY** from time to time. Notices to **LICENSEE** shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to **LICENSEE** at:

Eastside Christian Action Group
746 Morningview Drive
San Antonio, Texas 78220

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

22. TEXAS LAW TO APPLY

22.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

23. GENDER

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

24. NON-DISCRIMINATION

24.1 **LICENSEE** covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the Premises, which said discrimination **LICENSEE** acknowledges is prohibited.

25. CAPTIONS

25.1 The captions contained in this **Agreement** are for convenience of reference only and in no way limit or enlarge the terms and conditions of this **Agreement.**

26. HOLDING OVER

26.1 Should **LICENSEE** hold over the Licensed Premises, or any part thereof, after the expiration or termination of the term of this License Agreement, or any extension thereof, unless otherwise agreed in writing, such holding over shall constitute and be construed as a month to month contract only, with all terms, conditions and requirements of the preceding Agreement continuing in effect. The inclusion of the preceding sentence shall not be construed as **CITY'S** consent for **LICENSEE** to hold over.

27. ENTIRE AGREEMENT/AMENDMENT

27.1 This **Agreement,** together with its attached exhibits and the authorizing ordinance, in writing, constitutes the entire agreement between the parties, any other written or parole agreement with **CITY** being expressly waived by **LICENSEE**.

27.2 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 by the parties hereto.

27.3 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.

28. AUTHORITY

28.1 The signer of this License Agreement for **LICENSEE** hereby represents and warrants that he or she has full authority to execute this **Agreement** on behalf of **LICENSEE**.

EXHIBIT B

Allowable Expenses	Original Budget
Immediate Payables Due	
	$
Facility - Utilities	
Water & Electricity	
	$
Insurance	
	$
Communications	
Phone, Internet, Web maintenance	
	$
Contractual Services	
Facility Security	$
Legal, Accounting & Audit Fees	$
Custodial-Maintenance/Repair & Storage Services	$
Total Contractual Services	**$**
TOTAL	**$150,000.00**

Attachment 4

STATE OF TEXAS	§	**AGREEMENT TO USE**
	§	**FUNDS OF THE**
COUNTY OF BEXAR	§	**CITY OF SAN ANTONIO**

This Agreement to Use Funds ("AGREEMENT") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation acting by and through its City Manager or designee pursuant to Ordinance No. 2015-10-15-0875 dated October 15, 2015 and the Westside Development Corporation (the "WDC"), a Texas non-profit corporation; and collectively, the "Parties".

WHEREAS, the City Council (the "Council") of the CITY has recognized the community revitalization efforts and mission of WDC to serve historically underutilized areas on behalf of the City; and

WHEREAS, CITY has provided certain funds from its: (i) General Fund, which have been budgeted for use by WDC to fund operations as a one-time allocation from the CITY's adopted FY 2016 budget; and (ii) Inner City Incentive Fund (the "ICIF") for its WDC Loan Program to provide loans for small business, not for profit organizations, landlords, developers, property owners, and other entities involved in the revitalization of the West section of the city for economic development purposes pursuant to CITY's Economic Development Program, authorized and approved by CITY in conformance with Chapter 380 of the Texas Local Government Code; and

WHEREAS, the Enrique M. Barrera (EMB) Grant Program (the "Program") is one of those efforts designed to provide assistance to business impacted by the recent name change from Old Highway 90 to Enrique M. Barrera Parkway pursuant to the EMB Grant Program Guidelines and Procedures in **ATTACHMENT I**; and

WHEREAS, CITY wishes to engage WDC in meeting such objectives and following such procedures as described in this AGREEMENT pursuant to its mission; and

WHEREAS, CITY designates its Center City Development Office (hereafter referred to as "CCDO") and its Director, (the "Director") to act for the City Manager in the evaluation and monitoring of this AGREEMENT, and work with the Department of Finance and other City departments, as appropriate; **NOW THEREFORE**:

The Parties hereto severally and collectively agree, and by the execution of this Agreement are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks described hereafter.

I. GENERAL PROVISIONS

1. WDC is a non-profit corporation governed by a Board of Directors with a mission of advocating and working for the area business community toward the building and sustaining of a diverse and prosperous economy.

2. WDC, in furtherance of its mission, provides loans, grants and other assistance to small, diverse businesses as part of its operations.

3. WDC agrees by the execution of this AGREEMENT to comply with any and all provisions of this AGREEMENT and accept administrative and fiscal responsibility for the use and documentation of expenditures of funds provided by CITY.

4. WDC represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

5. The party signing this AGREEMENT for WDC represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of WDC and to bind WDC to all terms, performances and provisions herein contained.

6. In the event that a dispute arises as to the legal authority of either WDC, or the person signing on behalf of WDC, to enter into this AGREEMENT, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT. Should CITY suspend or permanently terminate this AGREEMENT pursuant to this paragraph, however, WDC shall be liable to CITY for any money it has received from CITY for performance of any of the provisions herein.

7. WDC understands that the funds provided pursuant to this AGREEMENT are funds which have been made available by CITY's General Fund and WDC will therefore comply with all rules, regulations, policies and procedures applicable to these funds as directed by CITY.

8. WDC and CITY agree that WDC is an independent contractor, that WDC shall be responsible to all parties for its respective acts and omissions, and that CITY shall in no way be responsible therefore, and that neither has authority to bind the other, or hold out to third parties that it has the authority to bind the other.

9. WDC understands and agrees that this AGREEMENT is subject to mutual termination. Therefore, either Party shall have the option of terminating this AGREEMENT by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

10. WDC understands and agrees that this AGREEMENT may be revised and updated by and at the discretion of the City Council of the City of San Antonio. Therefore, WDC agrees that, at such time as any revisions are so made during the Term hereof, this AGREEMENT will be amended to include such revisions. In the event that WDC does not agree to any changes, WDC shall have the option of terminating this AGREEMENT by giving thirty (30) days written notice to CITY. WDC shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.

11. WDC understands and agrees that this AGREEMENT is subject to a general reduction in funding. If and when CITY implements a reduction in General Fund and/or expenditures, agreements funded by CITY's General Fund, including this AGREEMENT may, at CITY's option, be reduced in a like manner. CITY will attempt to provide WDC with as much advance notice of a potential funding reduction as is possible to allow WDC to make budget adjustments.

12. In no event shall CITY be liable for any expense of WDC not eligible or allowable under this AGREEMENT.

13. Should WDC fail to fulfill in a timely and proper manner the obligations under this AGREEMENT, as determined solely by the Director, or if WDC should violate any of the covenants, conditions or stipulations of this AGREEMENT, CITY shall have the right to terminate this AGREEMENT by sending written notice to WDC of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

    a. Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same, nor preclude CITY's termination right for successive breach of the same condition.

    b. Notwithstanding the above, WDC shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

    c. In addition to the above provisions, the City Council shall have the right to terminate this AGREEMENT at any time upon a finding by

ordinance that WDC's activities, programs or operations no longer are in the best interest of the City of San Antonio or its citizens. Adequate provisions shall be made for WDC to be heard by the City Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.

14. Should this AGREEMENT be terminated by any Party for any reason and the program objectives not fully completed as stated in Section II of this AGREEMENT, as determined solely by CITY after consultation with WDC, WDC shall refund any and all unused funds either allocated and in possession of WDC or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to WDC under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to WDC.

15. Except as otherwise provided for pursuant to the provisions hereof, this AGREEMENT shall begin on October 1, 2015 and shall terminate on September 30, 2016 (the "Term").

16. WDC shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent frauds and program abuse. CITY shall review, and WDC shall allow review of, WDC's system of internal administrative and accounting controls, as it deems necessary to ensure financial responsibility.

17. WDC warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon any other agreement or understanding for a commission, percentage, brokerage or contingent fee and further, that no such understanding or agreement exists, or has existed, with any employee of WDC or CITY.

18. WDC may leverage funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval of the Director.

19. WDC is authorized to publicly acknowledge that the City of San Antonio is supportive of the objectives as described in this AGREEMENT and ATTACHMENT I, and has contributed to the cause of realizing such objectives.

20. WDC acknowledges that this AGREEMENT cannot be assigned without the express written consent of the Director.

21. WDC shall not use funds from this AGREEMENT for purposes other than those listed in Section II of this Contract without prior written consent of the Director.

II. SCOPE OF SERVICES AND FUNDING

1. WDC shall utilize up to One Hundred Thousand Dollars and No cents ($100,000.00) provided by CITY in one lump sum payment from its General Fund for the funding or partial funding of the Program.

2. WDC shall utilize all funds in compliance with the CITY's funding priorities and WDC's economic development mission articulated in its enabling Ordinance and Articles of Incorporation approved by CITY. WDC shall provide City with written quarterly reports detailing its economic activities.

3. CCDO is assigned monitoring responsibility for this AGREEMENT. WDC will provide CITY's staff, including internal auditors, EEO officers and other persons as designated by CITY, such as independent public accountants, access during regular business hours, as deemed necessary by CITY for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of WDC's books, records and files on the objectives covered by this AGREEMENT. WDC understands that CITY may require any and all books, records and files of WDC necessary to ensure WDC's compliance and use of generally accepted governmental accounting principles.

   a. All such records shall continue to be available for inspection and audit for a period of five (5) years after the termination date hereof. However, if an audit or investigation of WDC begins during the course of this five-year period, then WDC is required to maintain said records until such time as the audit or investigation is completely finished.

   b. WDC agrees that during the Term of this AGREEMENT, any duly authorized representative of CCDO shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this AGREEMENT.

   c. The submission of falsified information or the failure to timely submit all information by WDC as requested by CITY is grounds for termination of this AGREEMENT.

4. WDC agrees to abide by the CITY's current Ethics Code or any amendment or revisions thereto. WDC will establish safeguards to prohibit anyone whose position is funded or partially funded by this AGREEMENT from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business or other ties. CITY may, at its option, cancel this AGREEMENT for any violation of this section.

5. WDC agrees to establish internal procedures that ensure employees funded or partially funded by this AGREEMENT have an established complaint and grievance policy.

   a. Such grievance policy will include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.

   b. In the event no complaint and grievance policy has been established, WDC will follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this AGREEMENT.

III. FISCAL MANAGEMENT

1. An accounting system using generally accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory.

2. WDC will establish an account in a commercial bank as a depository for receipt and expenditure of all funds provided hereunder. A separate account shall be maintained for funds provided pursuant to this AGREEMENT to assure separation of funds, unless otherwise approved by the Director.

3. No fees may be charged to or donations requested from participants in any CITY-funded agreement without the prior written approval of the Director.

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

The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. WDC shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or WDC that is known to WDC, related to or arising out of WDC's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at WDC's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving WDC of any of its obligations under this paragraph.

5. Upon completion or termination of the objectives as described in this AGREEMENT, any unused funds, rebates or credits must immediately be returned by WDC to CITY.

6. WDC shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

7. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, WDC will immediately refund such amount to CITY. WDC further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments, if any. The Director has the express authority to deduct such claims from subsequent reimbursements.

8. Audit Conditions and Requirements:

   a. CITY, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements, as opposed to certifications that the Balance Sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this AGREEMENT. Following thirty (30) days after a written request by City, WDC shall submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.

   b. It is imperative any auditor performing an audit of WDC read the entire AGREEMENT, including all attachments, between the CITY and WDC, since the budget and financial compliance of the AGREEMENT is only a portion of the total contractual obligation.

   c. All City-funded contracts and agreements, including this AGREEMENT, are subject to periodic audits at any reasonable hour of the day by CITY auditors. This includes the auditing of both WDC and its subcontractors related to this AGREEMENT.

d. If WDC expends fifty thousand dollars and no cents ($50,000.00) or more in funds provided by CITY during the Term of this AGREEMENT, then WDC shall furnish the Director and other City departments designated by the Director, with audited financial statements, prepared by an independent auditor (CPA), within one hundred and twenty (120) days of the close of WDC's fiscal year or within thirty days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review; audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from WDC stating whether or not the terms and conditions of the AGREEMENT were met. If the CITY determines, in its sole discretion, that WDC is in violation of the above requirements, the CITY shall have the right to dispatch auditors of its choosing to conduct the required audit and to have WDC pay for such audit. In addition, when WDC has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this AGREEMENT, the audit shall be conducted in accordance with the Single Audit Act Agreements of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.

9. WDC understands and agrees to abide by and adhere to applicable federal, state and CITY provisions regarding financial accounting.

IV. INSURANCE REQUIREMENTS

1. Prior to the commencement of any work under this AGREEMENT, WDC shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the CCDO, which shall be clearly labeled "Westside Development Corporation Agreement To Use Funds" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this AGREEMENT until such certificate and endorsements have been received and approved by the CITY's Risk Manager. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For bodily injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent, in Umbrella or Excess Liability Coverage
2. Directors and Officers (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

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

enacted by letter signed by CITY's Risk Manager, which shall become a part of the contract for all purposes.

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

City of San Antonio
Attn: Center City Development & Operations Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;

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

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY.

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

7. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, WDC shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend WDC's performance should there be a lapse in coverage at any time during this 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 WDC's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order WDC to stop work hereunder, and/or withhold any payment(s) which become due to WDC hereunder until WDC demonstrates compliance with the requirements hereof.

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

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

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

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

V. EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. WDC agrees to post in a conspicuous place available to employees, applicants for employment and contractors funded or partially funded under this AGREEMENT, notices to be provided by the contracting officer setting forth the provisions of this Nondiscrimination Clause.

2. WDC will, in all solicitations or advertisements for employees or contractors placed by or on behalf of WDC, state that all qualified applicants will receive fair consideration for employment or contract without regard to race, color, national origin, religion, sex, sexual orientation, gender identity, age, disability, veterans status or political belief or affiliation.

3. WDC agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Nondiscrimination Clause and any additional policies as may be required as a result of local, state or federal initiatives. WDC will furnish all information and reports requested by CITY and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

4. In the event of WDC's failure or refusal to comply with this Nondiscrimination Clause, this AGREEMENT may be canceled, terminated or suspended in whole or in part, and WDC may be debarred from further contracts with CITY.

VI. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

1. WDC further represents and warrants that:

   a. All information, data or reports heretofore or hereafter provided to CITY shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;

   b. Any supporting financial statements heretofore or hereafter provided to CITY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of WDC on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of WDC;

   c. No litigation or proceedings are presently pending or threatened against WDC or, if pending, have been disclosed by WDC in writing to CITY;

   d. None of the provisions contained herein contravene or in any way conflict with the authority under which WDC is doing business, or with the provisions of any existing indenture or agreement of WDC;

   e. WDC has the legal authority to enter into this AGREEMENT and accept payments hereunder, and has taken all necessary measures to authorize such execution of AGREEMENT and acceptance of payments pursuant to the terms and conditions hereof; and

   f. None of the assets of WDC are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by WDC to CITY.

VII. LEGAL/LITIGATION EXPENSES

1. Under no circumstances shall the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY. WDC must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any

adversarial proceeding against any other governmental entity or any other public entity.

2. During the term of this AGREEMENT, if WDC files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate if it is found that WDC has violated this Article.

3. WDC, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remain unresolved.

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

VIII. CHANGES AND AGREEMENTS

1. Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by agreement in writing executed by both CITY and WDC, as authorized by City Council and the Board of the WDC. Notwithstanding the foregoing, the Director may execute amendments that do not relate to the City's funding under this AGREEMENT.

2. It is understood and agreed by the Parties that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this AGREEMENT and that any such changes shall be automatically incorporated into this AGREEMENT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

IX. SEVERABILITY OF PROVISIONS

If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the CITY Charter, CITY Code or ordinances of the CITY of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this AGREEMENT that is invalid, illegal or unenforceable, there be added as a part of this AGREEMENT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

X. NON-WAIVER OF PERFORMANCE

1. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this AGREEMENT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by any Party hereto of any provision of this AGREEMENT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

2. No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy available to CITY hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

3. No representative or agent of CITY may waive the effect of the provisions of this Article.

XI. SPECIAL CONDITIONS

1. All WDC invoices or reports regarding eligible expenditures pursuant to this AGREEMENT must be submitted by WDC to the CCDO no later than thirty (30) days preceding the following quarter after WDC incurs the expense.

2. WDC understands and agrees that WDC is required to refund money, pursuant to 80(R) HB 1196, that WDC has received from CITY through this AGREEMENT, in the event of WDC's conviction of knowing]y employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

XII. ENTIRE AGREEMENT

This AGREEMENT constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

XIII. NOTICE

1. For purposes of this AGREEMENT, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:
Director
Center City Development &
Operations Office
P.O. Box 839966
San Antonio, TX 78283-3966

City Attorney's Office
Commerce & Visitor's
Services Division
City Hall, 3rd Floor
San Antonio, Texas 78205

and

WDC:
Executive Director
Westside Development Corporation
2300 West Commerce, Ste. 207
San Antonio, TX 78207-3839

2. Notice of changes of address by any Party must be made in writing and delivered (or mailed, registered or certified mail, postage prepaid) to the other Party's last known address within five (5) business days of such change.

XIV. PARTIES BOUND

This AGREEMENT shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

XV. GENDER

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

XVI. RELATIONSHIP OF PARTIES

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

XVII. TEXAS LAW TO APPLY

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

XVIII. CAPTIONS

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

EXECUTED IN TRIPLICATE ORIGINALS this _____ day of _____, 2015.

CITY OF SAN ANTONIO

_____
Lori Houston
Assistant City Manager

WESTSIDE DEVELOPMENT CORPORATION

_____
Leonard B. Rodriguez
President

ATTEST:

_____
Leticia Vacek
City Clerk

APPROVED AS TO FORM:

_____
Veronica M. Zertuche
Deputy City Attorney

EXHIBIT I

Enrique M. Barrera Parkway (EMB) Grant Program

The WDC will utilize funding to assist existing and new businesses impacted by the name change from Old Highway 90 to Enrique M. Barrera Parkway.

This funding will be used to mitigate direct expenses associated with address changes on business signage, stationary, marketing material and e-commerce address updates such as on Google, MapQuest, among others.

The Scope of Work is as follows:

- The WDC will market the EMB Grant Program through events, mail, and phone bank to those businesses affected by the name change along Old Highway 90.
- Eligible businesses will complete a Grant Application Form.
- WDC will provide name change packages up to $1,000.00 per business.
- WDC staff will review applications and make recommendations for awards to the WDC Project Committee with final approval to the WDC Board.
- Upon WDC Board approval, the WDC will fulfill the name change work requests and provide payment for services directly to vendors.

NOTE: There are more than 100 businesses that will be affected by the name change. Due to the fact that not all businesses may participate and that some businesses may have name change needs greater than $1000.00, awards greater than $1,000.00 may be approved by the WDC Board.

Attachment 5

STATE OF TEXAS	§	**CHAPTER 380 ECONOMIC DEVELOPMENT**
	§	**PROGRAM GRANT AGREEMENT OF THE CITY**
		OF SAN ANTONIO
COUNTY OF BEXAR	§	

This Chapter 380 Economic Development Program Grant Agreement (hereinafter referred to as this "Agreement") is made and entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager and the San Antonio Chamber of Commerce ("SACC"), both of which may be referred to herein collectively as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, SACC is engaged in economic development activities; and

WHEREAS, SACC is co-lead with the Alamo Community College District ("Alamo Colleges") in SA-Tech as defined below and is seeking economic grant support from the CITY to undertake and complete economic development activities as more specifically described in Exhibit A and attached hereto; and

WHEREAS, the CITY has identified funds to be made available to SACC in the form of an Economic Development Program Grant for use in undertaking and completing economic development activities in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code the CITY is authorized to grant funds to promote state or local economic development and to stimulate business and commercial activity in the municipality; **NOW THEREFORE:**

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

ARTICLE I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings ascribed below:

"Alamo Colleges" is defined in the preamble of this Agreement and includes its successors and assigns.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Director" shall mean the individual engaged by SACC as the Director of the San Antonio – Talent for Economic Competitiveness Board, who may be employed by Alamo Colleges, and to provide the services set forth on Exhibit A attached hereto.

"SACC" is defined in the preamble of this Agreement and includes its successors.

"SA-TEC" shall mean the San Antonio – Talent for Economic Competitiveness Board and as described in Exhibit A.

ARTICLE II. TERM

2.1 This Agreement shall become effective as of the as of the last date of execution by the Parties hereto, and shall remain in effect through September 30, 2016 ("Term"), unless otherwise terminated on an earlier date or extended in accordance with the terms of this Agreement.

2.2 City may, in its sole discretion, exercise a one-year renewal option, beginning October 1, 2016 without the necessity of City Council approval, and subject to budgetary appropriation.

2.3 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

ARTICLE III. SCOPE OF WORK

3.1 SACC agrees to provide the services described below as the beneficiary of this grant described in Article IV of this Agreement.

3.1.1 SACC agrees to provide a job position titled Director of SA-Tech. The Director will be evaluated by the SACC and SA-TEC as more particularly described in **Exhibit A** of this Agreement.

3.1.2 All Grant Funds provided under this Agreement shall be used to fund the Director position, ancillary costs associated with the position and any other expenses deemed appropriate and agreed to by the SACC and the City to include but not be limited to additional staffing resources, consulting resources and training for staff retained under this agreement.

3.1.3 City and Alamo Colleges shall have the right to approve of the individual selected for the position prior to the engagement of individual by SACC.

3.2 SACC agrees that the Director shall work exclusively on SA-TEC related issues including those that may be ancillary to such duties. City shall have the right to terminate this Agreement in whole or in part in accordance with Article VII, should SACC's work related to the position of Director and the agreed upon work program outlined in **Exhibits A & B** to be unsatisfactory to City.

ARTICLE IV. GRANT TO SACC

4.1 In consideration of the Director's performance in a satisfactory and efficient manner, City agrees to provide SACC a grant for work and activities as set forth in this Agreement, an amount up to but not to exceed Two Hundred Forty-four Thousand Dollars and Zero cents ($244,000.00) ("Grant funds") and subject to budget appropriations or budget amendments by City Council. City has approved in the City FY 2016 budget an initial payment of One-Hundred Thousand Dollars and Zero Cents ($100,000.00), to be paid to SACC in full within thirty (30) business days of the receipt of an invoice from SACC in a format satisfactory to City in its sole discretion, and to be provided to the SACC by the City. SACC shall submit such invoice following final execution of this Agreement. The remaining Grant funds of up to but not to exceed One-Hundred and Forty-four Thousand Dollars and Zero Cents ($144, 000.00) shall be paid in the same manner as the initial payment and subject to City Council approved budget appropriations or budget amendments.

4.2 SACC shall return any Grant Funds that are not spent as set forth in Subsection 3.1.2 within thirty (30) calendar days of written notice from City provided in accordance with Section 7.1. Additionally, if any or all SACC's services are unsatisfactory to City, as required by the terms of this Agreement, SACC shall return any Grant Funds associated with such unsatisfactory work within thirty (30) calendar days of written notice from City provided in accordance with Section 7.1. The purposes of this Agreement, "unsatisfactory work" shall mean that any item in the attached **Exhibit A** was not accomplished by the date specified.

4.3 No additional fees or expenses of SACC shall be charged by SACC nor be payable by City. The parties hereby agree that all compensable expenses of SACC have been provided for in the total payment to SACC as specified in section 4.1 above. Total payments to SACC cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced by the passage of an Ordinance by the City Council.

4.4 City shall not be obligated or liable under this Agreement to any party, other than SACC, for the payment of any monies or the provision of any goods or services. The SACC agrees to provide the City with Quarterly Progress Reports that outline how the Economic Development Grant funds provided under this Agreement were utilized to accomplish the public purpose for which this Agreement was entered into and summarizing completed and scheduled performance evaluations planned by the SACC as specified in **Exhibit A**.

4.5 The Quarterly Progress Reports shall be submitted no later than the last calendar day of the month following the end of each full calendar quarter during the Term of this Agreement, in a mutually-acceptable format that details the SACC's efforts through the SA-TEC efforts to achieve the activities as described in **Exhibit A**.

4.6 In addition, at the option of and on request of the City, representatives of the SACC must provide a briefing to the San Antonio City Council during a scheduled public meeting, to include discussion of the SACC's efforts in expanding the community's employment opportunities.

4.7 The payment of the initial one-hundred thousand dollars and zero cents ($100,000) to SACC pursuant to this Agreement is subject to SACC securing matching of at least one-hundred thousand dollars and zero cents ($100,000) from Bexar County for the purpose of funding the Director position and related activities. In the event such matching funds are not received by SACC by January 31, 2016, City may, in its sole discretion, terminate this Agreement and any Grant Funds paid to GSACC pursuant to this Agreement shall be immediately returned to City.

ARTICLE V. RECORDS RETENTION

5.1 SACC shall properly, accurately and completely maintain all documents, papers, records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at the offices of the Chamber and with at least 48 hours' notice as the City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

5.2 SACC shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, SACC shall retain the records until the resolution of such litigation or other such questions. SACC acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require SACC to provide in electronic form of said documents to City prior to or at the conclusion of said retention.

5.3 SACC shall notify City, immediately, in the event SACC receives any requests for information from a third party, which pertain to the documentation and records referenced herein. SACC understands and agrees that City will process and handle all such requests with an understanding that the SACC reserves the right to challenge any specific Open Records Request under the Texas Public Information Act made to SACC or the City.

ARTICLE VI. TERMINATION

6.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II., or earlier termination pursuant to any of the provisions hereof.

6.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days' written notice, which notice shall be provided in accordance with Article VII. Notice.

6.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

(1) The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article IX. Assignment and Subcontracting.

(2) The unsatisfactory performance of the Director in accordance with this Agreement.

(3) Bankruptcy or selling substantially all of company's assets.

(4) Failing to perform or failing to comply with any covenant herein required.

(5) Performing unsatisfactorily in accordance with this Agreement.

6.4 Defaults With Opportunity for Cure. Should SACC default in the performance of this Agreement in a manner stated in this Section 6.3 above, such default shall be deemed to be an event of default hereunder. City shall deliver written notice of said default specifying such matter(s) in default and the means of cure. SACC shall have sixty (60) calendar days after receipt of the written notice, in accordance with Section 7.1, to cure such default. If SACC fails to cure the default within such sixty-day (60) cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate. In the event the City terminates this Agreement in whole or in part, then the CITY shall have the right to recapture any Grant Funds disbursed in accordance with this Agreement.

6.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Irrespective of how this Agreement is terminated, SACC shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, electronic copies of all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by SACC, or provided to **SACC,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by SACC in accordance with Article V. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at City's sole cost and expense. Payment of compensation due or to become due to SACC is conditioned upon delivery of all such documents, if requested.

6.7 Upon the effective date of expiration or termination of this Agreement, SACC shall cease all operations of work being performed by SACC or any of its subcontractors pursuant to this Agreement. Provided however, such work may be continued to be performed by SACC under any other agreement to which SACC may be a party to.

6.8 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 SACC for any default hereunder or other action.

ARTICLE VII. NOTICE

7.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:	City of San Antonio Attn: Director Economic Development Department 100 W. Houston, Floor 19 San Antonio, Texas 78205
If intended for SACC, to:	San Antonio Chamber of Commerce Attn: President & CEO 602 E. Commerce Street San Antonio, Texas 78205

ARTICLE VIII. INDEMNITY

8.1 SACC and City acknowledge that the City is a political subdivision of the State of Texas and that the City is subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set out in 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. This Agreement will be interpreted according to the Constitution and laws of the State of Texas.

8.2 SACC covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY (and the elected officials, employees, officers, directors, and representatives of the CITY), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to SACC'S activities under this AGREEMENT, including any acts or omissions, or willful misconduct, of SACC, any agent, officer, contractor, subcontractor, director, representative, employee, consultant or sub-consultants of SACC, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this AGREEMENT, all without, however, waiving any governmental immunity available to the CITY, under Texas Law and without waiving any defenses of the Parties under Texas, Federal, or International Law. The CITY, and/or shall have the right, at their option and at their own expense, to participate in such defense without relieving SACC of any of its obligations.

SACC further agrees to reimburse the City for any costs or expenses, including court costs and reasonable attorney's fees, which City may incur in investigating, handling or litigating any such claims. IN THE EVENT SACC AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

8.3 SACC SHALL ADVISE THE CITY, IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF THE SACC'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE SACC'S COST TO THE EXTENT REQUIRED UNDER THIS AGREEMENT.

8.4 THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

8.5 Nothing in this Agreement waives any governmental immunity available to the City under the laws of the State of Texas.

SACC shall advise CITY in writing within 24 hours of any claim or demand against CITY or SACC known to SACC related to or arising out of SACC's activities under this Agreement.

ARTICLE IX. ASSIGNMENT AND SUBCONTRACTING

9.1 SACC shall work with Alamo Colleges to employ the Director position in order to complete the work to be performed under this Agreement, and if this shall be considered in any way to be an assignment or subcontract, then such is approved by CITY in advance by execution of this agreement.

9.2 It is City's understanding and this Agreement is made in reliance thereon that except where allowed in this Agreement SACC does not intend to use subcontractors in the performance of this Agreement.

9.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of SACC. City shall in no event be obligated to any third party, including any subcontractor of SACC, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

9.4 Except as otherwise stated herein, SACC may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, SACC shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor SACC, assignee, transferee or subcontractor.

9.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should SACC assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of SACC shall thereupon cease and terminate, in accordance with Article VI, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by SACC shall in no event release SACC from any obligation under the terms of this Agreement, nor shall it relieve or release SACC from the payment of any damages to City, which City sustains as a result of such violation.

ARTICLE X. INDEPENDENT CONTRACTOR

10.1 SACC covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that SACC shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and SACCs; that the doctrine of respondent superior shall not apply as between City and SACC, its officers, agents, employees, contractors, subcontractors and SACCs, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and SACC. The parties hereto

understand and agree that the City shall not be liable for any claims which may be asserted by any third party, including, without limitation, by Director, occurring in connection with the services to be performed by the SACC under this Agreement and that the SACC has no authority to bind the City.

ARTICLE XI. NO REPRESENTATIONS

11.1 Neither SACC nor its agents or brokers have made any representations or promises with respect to their services except as may be expressly set forth in this Agreement, and any reliance by City on any representations or promises of SACC, its agents or brokers shall be solely on the representations or promises, if any, expressly contained in this Agreement. City is not acquiring any rights, under this Agreement by implication or otherwise except as expressly set forth in this Agreement.

ARTICLE XII. CONFLICT OF INTEREST

12.1 SACC acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

12.2 Pursuant to the subsection above, SACC warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. SACC further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

ARTICLE XIII. AMENDMENTS

13.1 No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

ARTICLE XIV. SEVERABILITY

14.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed

as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

ARTICLE XV. LICENSES/CERTIFICATIONS

15.1 SACC warrants and certifies that SACC and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

ARTICLE XVI. COMPLIANCE

16.1 SACC shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

ARTICLE XVII. NONWAIVER OF PERFORMANCE

17.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XV. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

ARTICLE XVIII. LAW APPLICABLE

18.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

18.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

ARTICLE XIX. LEGAL AUTHORITY

19.1 The signers of this Agreement for SACC **and the City** represents, warrants, assures and guarantees that he/she has full legal authority to execute this Agreement on behalf of SACC and the City and to bind SACC and the City to all of the terms, conditions, provisions and obligations herein contained.

ARTICLE XX. PARTIES BOUND

20.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

ARTICLE XXI. NONDISCRIMINATION AND SECTARIAN ACTIVITY

21.1 SACC understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

21.2 None of the performances rendered by SACC under this Agreement shall involve, and no portion of the Incentives received by SACC under this Agreement shall be used in support of, any sectarian or religious activity, nor shall any facility used in the performance of this Agreement be used for sectarian instruction or as a place of religious worship.

21.3 SACC shall, to the best of its knowledge and belief, include the substance of this Article in all agreements entered into by SACC associated with the Grant Funds made available through this Agreement.

ARTICLE XXII. PARTIES' REPRESENTATIONS

22.1 This Agreement has been jointly negotiated by the City, and SACC and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

ARTICLE XXIII. RELATIONSHIP OF PARTIES

23.1 SACC is an independent contractor. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of employer and employee, officer, principal and agent, partners, joint ventures or any other similar such relationship between the Parties. As between the CITY, and SACC, the SACC is solely responsible for compensation payable to any employee, contractor, or subcontractor of SACC, and none of the SACC's employees, contractors, or subcontractors will be deemed to be employees, contractors, or subcontractors of the City as a result of this Agreement. To the extent permitted by Texas law, no director, officer, employee or agent of the CITY shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE XXIV. CAPTIONS

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

ARTICLE XXV. ENTIRE AGREEMENT

25.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same is in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XIX.

IN WITNESS THEREOF, the Parties hereto have made and executed this Agreement, to be effective on the date of the last signature below ("Effective Date").

CITY OF SAN ANTONIO

_____
Sheryl Sculley
City Manager or designee

SAN ANTONIO CHAMBER OF COMMERCE

_____
Richard Perez
President & CEO

ATTEST/SEAL:

_____
Leticia M. Vacek
City Clerk

Approved as to Form:

_____
Martha G. Sepeda, Acting City Attorney

EXHIBIT A: SCOPE OF SERVICES

1) SACC shall hire an Executive Director of the San Antonio – Talent for Economic Competitiveness (SA-TEC) initiative by January 1, 2016.

2) SACC shall enter into a three-party MOU between the Chamber, the City of San Antonio, and Alamo Colleges that details how the Director shall be provided direction, oversight, and how overall bi-annual performance assessments will be executed and reported to the SA-TEC Board and the City of San Antonio by November 30, 2015.

3) SACC shall ensure the SA-TEC Director supports the deliverables of the SA-TEC Board listed in Exhibit A.4 and fulfills the Job Description in Exhibit A.5 through a bi-annual performance evaluation reported to the City and ratified with a majority vote of confidence of the SA-TEC Board of Directors by March 31, 2016 and September 1, 2016.

4) SA-TEC deliverables include:

    (1) Providing an evidence-based strategic plan that brings best practices and innovative education and workforce development solutions to scale including employer/demand and supply-based approaches;
    (2) Establishing goals and provide direction for the establishment of policies and practices that provide a qualified workforce capable of meeting the current and future workforce needs of the community's business and industry.
    (3) Determining the responsibilities of each of our community assets and organizations for the support, education and employment of our residents, matching talents with employer needs;
    (4) Aligning the full extent of the community's resources to achieve optimum employment for the businesses, industries and residents of San Antonio and Bexar County
    (5) Utilizing the P-16 STRIVE data collection and reporting system to monitor the Collective Impact of the SA-TEC Board in order to continuously improve achievement of the project's purposes and goals.

Exhibit B: Job Description of SA-TEC Director

SA-TEC Director shall lead Bexar County and City of San Antonio efforts to identify workforce talent needs and trends for current and future employers, and develop strategic plans for workforce training and direct efforts among educational institutions in the region to support workforce skill gap elimination.

Essential Job Functions:

- Under the direction of the Chancellor and Vice Chancellor for Economic and Workforce Development of the Alamo Colleges, and SA-TEC Board, provides leadership and support to the city and regional council of stakeholders that lead, monitor, and develop policy to optimize the economic growth, business competiveness and talent development investments of the City and County. Coordinates and directs community workforce development programs to address employer skill needs. Ensures programs and policies meet local, state and federal agency guidelines, accreditation requirements, and certification standard.
- Tracks and reports on accountability for the achievement of the project's collective impact purpose and goals. Provides direction and assists the Chancellor and stakeholder committee(s) and SA-TEC Board with design, implementation, and coordination of the project.
- In collaboration with SA-Chamber of Commerce creates a community-wide workforce development system for employer-based talent development to address critical demand for middle-skilled technicians in targeted occupations and other skill gaps as necessary. Establishes specific education/training and employment goals. Ensures the project's plans address both short-term and long-term workforce needs. Aligns the full extent of the community's resources to achieve optimum employment for the residents and maximum productivity of San Antonio and Bexar County employers.
- Assesses and monitors the collective impact of the community's investments on education/training programs to equip residents with the skills and talents that meet or exceed employers' requirements. Coordinates with SA Chambers and Workforce Solutions-Alamo to conduct follow-up studies as necessary to determine effectiveness of workforce development programs. Develops mitigation strategies for ongoing skill gaps and programs that do not deliver desired results. Leads efforts to continuously improve community access to targeted education and training opportunities that meet employer skill requirements and that result in employee up skilling, career growth opportunities, and upward mobility.
- Maintains appropriate records, inventories, and operating budget information to support compliance requirements, maximum efficiency, transparency and accountability.
- Supervises, selects, trains, monitors, coaches and evaluates the work of others. Maintains and processes employment related documents such as time sheets and leave forms.
- Performs other duties as assigned.

Attachment 6

FIRST AMENDMENT TO DELEGATE AGENCY CONTRACT WITH PROJECT QUEST, INC.

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this First Amendment to the Delegate Agency Contract with Project Quest ("First Amendment") is entered into by the City of San Antonio, a Texas Municipal corporation ("City"), acting by and through its Director of Economic Development and Project Quest, Inc. ("Contractor"), acting by and through its duly authorized designated officer.

RECITALS

A. City and Contractor entered into the Delegate Agency Contract ("Contract") pursuant to City of San Antonio Ordinance No. 2015-09-10-0754, dated September 10, 2015 and the budget for the Contract was increased by Ordinance No. 2015-10-15-0875, dated October 15, 2015.

B. **City and Contractor agree to amend specific provisions of the Contract as set out in this First Amendment.**

1. **<u>Section 3.1</u> is amended by increasing the budget by $500,000.00, bringing the total contract amount to $2,021,750.00, $50,000.00 of which is designated for a coding boot camp for veterans.**

2. **Attachment I is deleted in its entirety and replaced with the Scope of Work and Balanced Scorecard attached to this First Amendment as Exhibit I.**

3. **Attachment II is deleted in its entirety and replaced with the Budget attached to this First Amendment as Exhibit II.**

Except as otherwise expressly modified hereby, all terms and provisions of the Contract are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED AND SIGNED this _____day of October, 2015.

CITY OF SAN ANTONIO	**PROJECT QUEST, INC.**
_____	_____
Rene Dominguez Director, Economic Development	Sr. Pearl Ceasar Executive Director

APPROVED AS TO FORM:

_____

City Attorney

Exhibit I: Contractor's Budget

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT

SCOPE OF WORK

Project QUEST, Inc.
FY 2015-2016

PROGRAM OBJECTIVE: The primary goal of Project QUEST is to develop a skilled and educated workforce and placing participants in jobs paying family-level wages.

SERVICE PLAN: Project QUEST's strategy includes outreach, recruitment, comprehensive applicant assessment, academic enhancement, occupational skills training, case management, support services, job search, and job placement.

- *Outreach and recruitment* are ongoing. Information is distributed through churches, libraries, public schools, and community organizations.
- Applicants receive a two-phase *assessment* to determine their training readiness: one for academic skill level and the other to establish career suitability.
- *Academic enhancement* is available through QUEST Prep for individuals whose test scores are below college level.
- *Occupational training programs* are one to two years in length in driver industries defined by SA2020. All training and placement efforts are linked to specific employment sectors with promising wage advancement potential. Project QUEST supports training in Healthcare and Bioscience, Information Technology/Security, Aerospace, Energy, and Manufacturing.
- *Case management* is provided to all Project QUEST participants and includes guidance and career counseling, weekly VIP (Vision, Initiative, and Perseverance) meetings, support services, and other relevant assistance.
- *Workplace Skills training* is provided by career advisors during VIP meetings. Topics included in the life skills training and coaching meetings are: time management; stress management; communication; goal setting; financial planning; work ethic; motivation and self-esteem; and transition to employment.
- *Support services* such as childcare, transportation allowances, rent/mortgage and utility assistance are vital elements of Project QUEST's support and are available to participants so they can focus on their training activities.
- *Job search and placement assistance* is offered to participants through coordination with established employer partners upon completion of training.

TARGETED POPULATION: QUEST participants are under-skilled, underemployed, or unemployed adults lacking the educational, occupational, and/or life skills necessary to secure employment in professional high paying jobs offering benefits and opportunities for advancement. QUEST's comprehensive training program provides a means necessary to increase employability skills needed for family-wage jobs.

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT

QUEST will provide training to 10 Veterans in Information Technology boot camps provided by Alamo College, USAA, and Rackspace Open Cloud Academy. The training will be in Windows Systems Administration, Java Software Development, Network Operations, and Linux Systems Administration. The cost per participant will be $5,000 and will include the cost of the training, books, review fees and if needed support services.

NUMBER OF PARTICIPANTS/ CLIENTS SERVED: QUEST will serve at least 800 participants that are residents of the City of San Antonio or Bexar County and included in the 800 will be the 10 Veterans for the Information Technology boot camps.

Delegate Agency SA2020 Scorecard

Agency Name:	Project QUEST Inc.
Program Name:	Project QUEST
Amount:	$2,021,750.00
Contract Term:	October 1, 2014 – September 30, 2015

Select SA2020 Category (Select One)

Economic Competitiveness

Select SA2020 and Other Indicators (Select Minimum of One)

☑ 1. Long - Term Job Training

☑ 2. Adult Education/Short -Term Services

Outcomes/Results Measures (Goals of the Program-at least one measure must tie into SA2020)

1. San Antonio residents will complete occupational training for jobs within one of the SA2020 or Workforce Solutions Alamo industry sectors: Healthcare & Biosciences, Information Technology & Information Security and Advanced Manufacturing

2. San Antonio residents will gain employment within one of the SA2020 or Workforce Solutions Alamo industry sectors

3. San Antonio residents will earn the living wage or more

Additional:

Outputs

800 Unduplicated Clients

Graduation: 161 students will complete their occupational training and receive certificate or associate degrees during the fiscal year

Job Placement: 176 participants will obtain employment at or above $13.00 per hour or above $416.00 gross per week

The overall average hourly wage for QUEST participants placed in jobs will be at $18.50

Earnings Increase: The overall average increase from pre-QUEST participant earnings to post-QUEST wages will exceed 210%

Six-Month Job Retention: 90% of placement respondents will still be employed six months after their initial placement date

Eighteen-Month Job Retention: 80% of placement respondents will still be employed 18 months after their initial placement date.

Additional:

Project QUEST will participate in at least one City event.

Data Source and Reporting

1. Program completion will be documented using diploma and/or transcript information provided by Alamo Colleges or other training providers and or licensing when applicable.

2. Employment details will be documented using information provided by employers (or their third party representatives), and/or from pay stubs provided by our participants.

3.

Quality Standards

1. QUEST offers opportunities for San Antonio residents to obtain jobs in high-demand occupations

2. With continued city funding, QUEST will have sufficient resources to ensure that program graduates will be able to earn the City of San Antonio living wage.

3. QUEST has identified and implemented strategies to support promoting additional skills to San Antonio residents so that they can earn the median income for the City of San Antonio.

Explanatory Notes

****Note: SA2020 Data & Reports (http://www.sa2020.org/wp-content/uploads/2013/06/SA2020-Indicator-Report_FINAL.pdf)**

Reviewed by and approved:

Contract Coordinator	Date October 21, 2105
Workforce Development Manager	Date October 21, 2015

TOTAL AGENCY BUDGET

AGENCY NAME: Project Quest

REVENUES & EXPENDITURES	Actual Revenue FY 2014	Actual Expenditure FY 2014	Estimated Revenue FY 2015	Estimated Expenditure FY 2015	Projected Revenue FY 2016
1. City of San Antonio (COSA)	$1,346,014	$1,346,014	$1,521,750	$1,521,750	$2,021,750
2. Local Government (other than COSA)	222,275	222,275	215,650	215,650	80,750
3. State Government	250,000	250,000	500,000	500,000	477,500
4. Federal Government	1,869,766	1,869,766	1,139,320	1,139,320	2,125,000
5. United Way	0	0	0	0	0
6. Foundation Grants	299,686	299,686	626,000	626,000	425,000
7. Donation	338,781	338,781	294,206	294,206	75,000
8. Other (list)					
			18,428	18,428	
TOTAL	$4,326,522	$4,326,522	$4,315,354	$4,315,354	$5,205,000

TOTAL AGENCY ADMINISTRATIVE COST ALLOCATION*

	Administrative		Program
%	10	%	90

***Administrative overhead cost allocations are to be reported on the total agency's budget and may not exceed 20% of the City's allocation to the agency.**

Administrative cost allocations should match the agency's Audit and/or IRS 990

NOTE:

ıtages, as depicted below, of the total agency revenues and expenditures.

Agencies receiving less than 1million in fund award will be required to match funds at 50%

Agencies receiving 1million or more in fund award will be required to match funds at 35%

This total agency revenue will be calculated based on this page, not on the program budget.

PROGRAM BUDGET FY 2015 - 2016

Agency Name: Project Quest Inc

Program Title: Project Quest Inc

Cost Category	Cost Allocation				
	Requested from City		*Other Sources		
	$ Amount	%	$ Amount	%	Total
Personnel Services	781,612	53%	$705,772	47%	**$1,487,384**
Contractual Services	938,576	30%	2,212,472	70%	**3,151,048**
Commodities	104,562	100%	0	0%	**104,562**
Fixed Charges	185,000	41%	265,006	59%	**450,006**
Capital Outlay	12,000	100%	0	0%	**12,000**
Total	**$2,021,750**	**39%**	**$3,183,250**	**61%**	**$5,205,000**

*** Identify all other costs of the program, which are NOT requested to be funded by the City of San Antonio on this page only.**

This section reserved for internal use only.

Approved Jamie Nieto — Contract Coordinator — Date 10/21/15

Approved [signature] — Fiscal Manager — Date 10/21/15

Agency Name: Project QUEST, Inc.
Program Title: Project QUEST

COSA BUDGET

Line Item Budget Detail FY2016

Personnel Services Schedule

Employee Name	Position Title	*HIDE COLUMN* Annual Salary	Weekly Salary	% Budgeted to the City	Number of Weeks	Total Cost Proposed to City	Admin %	Admin $	Services %	Services $
Sister PearlCeasar	Executive Director	95,668.61	1,839.78	50.000%	52	47,834.30	90%	43,050.87	10%	4,783.43
Vacant as of 10-2-15	Director of Accounting	74,263.06	1,428.14	50.000%	52	37,131.53	90%	33,418.38	10%	3,713.15
BrendaPerez	Senior Accountant	56,275.65	1,082.22	50.000%	52	28,137.83	90%	25,324.04	10%	2,813.78
LucieDavila	Accountant	36,365.95	699.35	50.000%	52	18,182.98	90%	16,364.68	10%	1,818.30
Pending Employmen	Director of Development	74,263.06	1,428.14	50.000%	52	37,131.53	90%	33,418.38	10%	3,713.15
Vacant as of 10-1-15	Employer Relations	74,263.06	1,428.14	50.000%	52	37,131.53		-	100%	37,131.53
LelaniMercado	Director of Participant Service	66,472.41	1,278.32	50.000%	52	33,236.20		-	100%	33,236.20
HugoHernandez	Lead Counselor	47,060.59	905.01	50.000%	52	23,530.30			100%	23,530.30
Maria PSalazar	Counselor	44,100.89	848.09	50.000%	52	22,050.45			100%	22,050.45
CarmenAguilar	Certification Specialist	42,666.28	820.51	50.000%	52	21,333.14			100%	21,333.14
YolandaSmith	Counselor	42,446.16	816.27	50.000%	52	21,223.08			100%	21,223.08
Annabelle HerreraCa	Counselor	37,131.39	714.07	50.000%	52	18,565.70			100%	18,565.70
RubyGarcia	Counselor	39,392.96	757.56	50.000%	52	19,696.48			100%	19,696.48
MiguesLugo	Counselor	38,245.49	735.49	50.000%	52	19,122.74			100%	19,122.74
SylviaSanchez	Job Developer	41,523.77	798.53	50.000%	52	20,761.89			100%	20,761.89
Melissa ReneeCessa	Counselor	37,131.39	714.07	50.000%	52	18,565.70			100%	18,565.70
Amanda KayPoplaws	Counselor	37,131.39	714.07	50.000%	52	18,565.70			100%	18,565.70
Maria TSalazar	Case Aide	35,108.15	675.16	50.000%	52	17,554.08			100%	17,554.08
Jessica MMartinez	Counselor	38,267.55	735.91	50.000%	52	19,133.78			100%	19,133.78
vacant	Counselor	37,131.39	714.07	50.000%	52	18,565.70			100%	18,565.70
vacant	Counselor	37,131.39	714.07	50.000%	52	18,565.70			100%	18,565.70
Melissa AValdez	Case Aide	38,268.11	735.93	50.000%	52	19,134.05			100%	19,134.05
EricaHurtado	Participant Services Assistant	28,090.93	540.21	50.000%	52	14,045.47			100%	14,045.47
Mario JorgeOliveira	Executive Assistant	45,611.91	877.15	50.000%	52	22,805.96			100%	22,805.96
	Total Salaries 5101010	1,144,011.58	22,000.22	50%		572,005.79	26%	$151,576	74%	$420,429

Personnel Services

		Total Cost Proposed to City	Admin %	Admin $	Services %	Services $
5103005	FICA (7.65% of Total Salaries)	$43,758.44	26%	$11,596	74%	$32,163
5105010	Retirement (description & % paid by Employer)	$40,040.41	26%	$10,610	74%	$29,430
5104030	Health Insurance	$110,400.00	26%	$29,255	74%	$81,145
5103010	Life Insurance	$3,863.56	26%	$1,024	74%	$2,840
5402520	Worker's Compensation (required when salaries are budgeted)	$6,543.40	26%	$1,734	74%	$4,809
5402550	Unemployment Insurance	$5,000.00	26%	$1,325	74%	$3,675
	Fringe Subtotal	$209,605.81		$55,544		$154,062
Total Personal Services (Salaries & Fringe Benefits)		$781,611.60	26%	$207,120	74%	$574,492

Contractual Services

		Total Cost Proposed to City	Admin %	Admin $	Services %	Services $
5205010	Mail and Parcel Post Service	$7,013.38	20%	$ 1,403	80%	$5,611
5206010	Rental of Facilities	$61,563.00	20%	$ 12,313	80%	$49,250
5205020	Rental of Office Equipment	$34,000.00	20%	$ 6,800	80%	$27,200
5207010	Travel Official (provide location and description of expected out-of-town travel)	$5,000.00	20%	$ 1,000	80%	$4,000
5201025	Education	$6,000.00	20%	$ 1,200	80%	$4,800
5203090	Transportation Fees	$15,000.00	20%	$ 3,000	80%	$12,000
5205050	Freight and Storage	$0.00	0%	$ -	0%	$0
5204010	Linen and Laundry Service	$0.00	0%	$ -	0%	$0
5204050	Maintenance and Repair - Buildings and Improvements	$0.00	0%	$ -	0%	$0

Agency Name: Project QUEST, Inc. **Line Item Budget Detail FY2016**

Program Title: Project QUEST

COSA BUDGET

5204080	Maintenance and Repair - Machinery and Equipment	$0.00	0%	$	-	0%	$0
5208530	Alarm and Security Services	$0.00	0%	$	-	0%	$0
5201040	Fees to Professional Contractors - Participant Services Only	$565,000.00	0%	$	-	100%	$565,000
5201040	Fees to Professional Contractors - Participant Services VETS only	$50,000.00	0%	$	-	100%	$50,000
5201040	Fees to Professional Contractors - See Consultants Tab for Detail	$150,000.00	20%	$	30,000	80%	$120,000
5203040	Advertising and Publication	$25,000.00	20%	$	5,000	80%	$20,000
5203050	Membership Dues and Licenses	$3,000.00	20%	$	600	80%	$2,400
5203060	Binding, Printing and Reproduction	$15,000.00	20%	$	3,000	80%	$12,000
5203070	Subscriptions to Publications (itemize)	$2,000.00	20%	$	400	80%	$1,600
Total Contractual Services		$938,576.38	7%	$	64,715	93%	$873,861

Commodities

		Total Cost Proposed to City	Admin %	Admin $	Services %	Services $
5302010	Office Supplies	$15,000.00	20%	$3,000	80%	$12,000
5303010	Janitorial Supplies	$0.00	80%	$0	20%	$0
5304005	Clothing and Linen Supplies	$0.00	0%	$0	0%	$0
5304010	Food for participants	$2,000.00	0%	$0	100%	$2,000
5304025	Motor Fuel and Lubricants	$0.00	0%	$0	0%	$0
5304040	Chemicals, Medical and Drugs	$0.00	0%	$0	0%	$0
5304045	Photographic Supplies	$0.00	0%	$0	0%	$0
5304050	Tools, Apparatus and Accessories (under $100 each)	$0.00	0%	$0	0%	$0
5304070	Recreation Supplies	$0.00	0%	$0	0%	$0
5304090	Food	$5,562.02	20%	$1,112	80%	$4,450
5301010	Maintenance and Repair Materials (Buildings and Improvements)	$0.00	0%	$0	0%	$0
5301030	Maintenance and Repair Materials (Machinery and Equipment)	$2,000.00	0%	$0	0%	$0
5304075	Computer Software -	$80,000.00	20%	$16,000	80%	$64,000
5304080	Other Commodities	$0.00	0%	$0	100%	$0
Total Commodities		$104,562.02	19%	$20,112	79%	$82,450

Fixed Charges

		Total Cost Proposed to City	Admin %	Admin $	Services %	Services $
5403010	Communications	$25,000.00	20%	$5,000	80%	$20,000
5404530	Gas and Electricity	$0.00	0%	$0	0%	$0
5404540	Water	$0.00	100%	$0	0%	$0
5405030	Liability, Hazard, Fidelity Insurance	$10,000.00	20%	$2,000	80%	$8,000
5407020	Direct Welfare Payments (to Participants - itemize by type, i.e. rental, medical, education, etc...)	$150,000.00	0%	$0	100%	$150,000
Total Other Expenditures		$185,000.00	4%	$7,000	96%	$178,000

Capital Outlay

		Total Cost Proposed to City	Admin %	Admin $	Services %	Services $
5501000	Computer Equipment	$10,000	20%	$2,000	80%	$8,000
5501055	Machinery and Equipment - Other	$2,000	20%	$400	80%	$1,600
5501065	Furniture and Fixtures	$0	0%	$0	0%	$0
Total Capital Outlay		$12,000	20%	$2,400	80%	$9,600

City Totals	$2,021,750.00	15%	$301,348	85%	$1,718,402

n:\acct2\budget fy2015-2016\[pquest internal budget fy2015-2016 10-21-15 cosa only.xlsx]fy15-16 - cosa

1,521,750.00

(500,000.00)

Attachment 7

STATE OF TEXAS	§	**CHAPTER 380**
	§	**ECONOMIC DEVELOPMENT PROGRAM**
	§	**GRANT AGREEMENT OF THE**
COUNTY OF BEXAR	§	**CITY OF SAN ANTONIO**

This Chapter 380 Economic Development Program Grant Agreement (hereinafter referred to as this "Agreement") is made and entered into by and between the City of San Antonio, a municipal corporation of the State of Texas, hereinafter referred to as the "CITY", by and through its City Manager or her designee, and Project Quest, a 501(c)(3) organization, hereinafter referred to as "Quest."

WHEREAS, Quest is undertaking a job training program in San Antonio to assist the City in trainig its citizens and to keep high-tech jobs in San Antonio that might otherwise move elsewhere due to the lack of a workforce with the necessary technology training (the "**Project**"); and

WHEREAS, pursuant to Chapter 380.002(a) of the Texas Local Government Code, the CITY is authorized to create a program for the grant of public money to any organization exempt from taxation under Section 501(a) of the Internal Revenue Code of 1986 as an organization described in Section 501(c)(3) of that code for the public purposes of development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development or expansion of commerce in the state; and

WHEREAS, in accordance with City Ordinance No. 100684, CITY created an economic development program for the purpose of making such grants of public money; and

WHEREAS, CITY finds that the Project meets the goals of Chapter 380 and has agreed to utilize certain funds to provide a Chapter 380 Economic Development Program Grant to Quest to undertake and complete the Project; and

WHEREAS, the City Council has authorized the City Manager or her designee to enter into this Agreement in accordance with City Ordinance No.2015-10-15-0875, passed and approved on October 15, 2015; **NOW THEREFORE**:

The parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

SECTION 1. CONTRACT PURPOSE

Quest shall undertake and complete, in a satisfactory manner as determined by the CITY, an economic development project consisting of job training for individuals residing in the City of San Antonio. The job training shall be for information technology occupations and shall be performed through Rackspace's Open Cloud Academy program, as further described in **Exhibit A**. The CITY is supporting the Project through this Agreement and is providing funding for workforce training as part of a larger effort to attract and retain high-impact companies that support the CITY's targeted industries with the goal of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding commerce in the state.

SECTION 2. PROJECT REQUIREMENTS

A. QUEST shall enter into an agreement with Rackspace for the use and utilization of Rackspace's Open Cloud Academy. The agreement must provide that Rackspace is contributing a 16,000 sq. ft. training facility, utilities, computer equipment, IT infrastructure, training materials and instructors to train no fewer than one hundred (100) residents residing in the city limits of the City of San Antonio designated by Quest and meeting the requirements of this Agreement to sit for certifications in A+, Network +, Linux +, MySQL/Apache, System Administrator Certification, RHSCA and Rackspace Administration. The Open Cloud Academy may also offer a Network Operations program offering students certification in Network+, CloudU, Rackspace Systems Administration and CCNA (Cisco Certified Network Associate). The agreement must be signed by Quest and Rackspace prior to any distribution of funds by the CITY under this Agreement. Upon its execution by Quest and Rackspace, Quest shall provide a copy of the agreement to the CITY and said agreement shall be attached hereto as **Exhibit B** of this Agreement.

B. QUEST shall develop and administrate a job training program to accommodate no less than ONE HUNDRED (100) San Antonio residents to attend and complete job training at the Open Cloud Academy under this Agreement. Prior to implementing the job training program, which shall include: a description of qualifications to participate in the job training program, a selection criteria, and a requirement that participants pay fifty-percent (50%) of the Open Cloud Academy's tuition, QUEST shall provide a copy of the developed program to CITY for review and approval. Upon approval by City, QUEST's job training program shall be attached hereto as **Exhibit C** of this Agreement.

C. QUEST shall provide and assume all costs associated with case workers and counselors to conduct life skill group sessions that are essential for the participants of the job training program to overcome the barriers hindering them from becoming successful learners.

SECTION 3. CONTRACT PERIOD

This Agreement shall commence on October 1, 2015 and shall terminate on September 30, 2016 unless sooner terminated by CITY in accordance with Section 15 of this Agreement.

SECTION 4. QUEST PERFORMANCE

A. QUEST shall conduct and complete the Project in a satisfactory manner as determined by the CITY.

B. QUEST shall comply with all applicable laws and regulations, and shall perform all activities in accordance with the terms of this Agreement, and with all other terms, provisions, and requirements set forth herein.

SECTION 5. CITY OBLIGATIONS

A. In consideration of full and satisfactory performance of activities required by Section 2 of this Agreement, the CITY will disburse grant funds to QUEST for the reimbursement of fifty-percent (50%) of the tuition costs associated with training up to ONE HUNDRED (100) San Antonio residents through the Open Cloud Academy Job Training Program. In no case shall such amount exceed TWO HUNDRED THOUSAND DOLLARS AND 0 CENTS ($200,000.00).

The funds shall be disbursed to QUEST on a quarterly basis in installments equivalent to fifty-percent (50%) of the Open Cloud Academy tuition cost for the number of new qualified individuals QUEST has enrolled in the Open Cloud Academy in the quarter in which QUEST is seeking the reimbursement. QUEST shall submit invoices to CITY listing the names and addresses of new enrollees for the quarter prior to receiving a disbursement of funds from the CITY.

B. The CITY will not be liable to QUEST or any other entity for any costs incurred by QUEST.

C. QUEST shall refund to the CITY any sum of money paid to QUEST by the CITY, which the CITY or its Economic Development Department determines is an overpayment to QUEST, or in the event the CITY or its Economic Development Department determines funds spent by QUEST were not an allowable cost of this Project. "Allowable costs" will be determined in accordance with this Agreement and are defined as direct costs incurred in the training of San Antonio residents through the Open Cloud Academy Job Training Program. No refund payment(s) may be made from local, state, or federal grant funds unless the underlying statute or regulation specifically permits repayment with grant funds. Such refund shall be made by QUEST to the CITY within sixty (60) calendar days after such refund is requested in writing by the CITY, or within thirty (30) calendar days of a notice from the CITY indicating the request is the result of a final determination that the refund is owed.

SECTION 6. RETENTION AND ACCESSIBILITY OF RECORDS

A. QUEST shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Agreement in a manner that conforms to this Agreement. Such records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. QUEST shall retain such records, and any supporting documentation, for the greater of: (1) four [4] years from the end of the contract period; or (2) the period required by other applicable laws and regulations.

B. Subject to applicable (1) regulatory requirements or restrictions and (2) privacy and/or confidentiality statutes, regulations, or ordinances QUEST shall give the CITY, its designee, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or property belonging to or in use by QUEST pertaining to this Agreement, including records concerning the past use of EDIF grant funds. Such rights of access shall continue as long as the records are retained by QUEST. Failure to provide reasonable access to authorized CITY representatives shall give the CITY the right to suspend or terminate this Agreement as provided for in Sections 15 and 16, or any portion thereof, for reason of default. All records and other information shall be retained by QUEST for a period of four (4) years after all performance requirements are achieved, for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests, are completed. QUEST agrees to maintain such records in an accessible location and to provide citizens, through the CITY, reasonable access to such records consistent with the Texas Public Information Act.

SECTION 7. MONITORING

A. The CITY reserves the right to perform periodic on-site monitoring of QUEST's compliance with the terms and conditions of this Agreement and of the adequacy and timeliness of QUEST's performance. After each monitoring visit, the CITY will provide QUEST with a written report of the monitor's findings. If the monitoring report notes material deficiencies in QUEST's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies

by QUEST. Failure by QUEST to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, in accordance with Sections 14 and 15 herein.

B. During the course of the Project, QUEST shall provide, on an annual basis information evidencing the number of San Antonio residents trained during the term of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that the CITY is contracting with QUEST as an independent contractor, and that QUEST, its employees and subcontractors, are not employees of the CITY.

SECTION 9. CONFLICT OF INTEREST

A. QUEST shall ensure that no employee, officer, or agent of QUEST shall participate in the selection, award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. QUEST shall comply with Chapter 171, Texas Local Government Code as well as the CITY's Code of Ethics.

B. Except for eligible administrative or personnel costs, no employee, agent, consultant, officer, or elected or appointed official, of either QUEST or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Project, shall be permitted to have or obtain a financial interest in or benefit from the Project or any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties. This prohibition shall remain in effect for the duration of the prohibited relationship plus one calendar year thereafter.

SECTION 10. RESERVED.

SECTION 11. LEGAL AUTHORITY

A. QUEST assures and guarantees that QUEST possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services QUEST has obligated itself to perform hereunder.

B. The person or persons signing and executing this Agreement on behalf of QUEST, or representing themselves as signing and executing this Agreement on behalf of QUEST, do hereby guarantee that he, she or they have been duly authorized by QUEST to execute this Agreement on behalf of QUEST and to validly and legally bind QUEST to all terms, performances and provisions herein set forth.

C. The CITY will have the right to suspend or terminate this Agreement in accordance with Sections 14 and 15 herein if there is a dispute as to the legal authority, of either QUEST or the person signing this Agreement, to enter into this Agreement, any amendments hereto or failure to render performances hereunder. QUEST is liable to the CITY for any money it has received from the CITY for performance

of the provisions of this Agreement if the CITY suspends or terminates this Agreement for reasons enumerated in this Section 11.

SECTION 12. LITIGATION AND CLAIMS

A. QUEST shall use its best efforts to give the CITY prompt notice in writing of any action, including any proceeding before an administrative agency, filed against QUEST arising out of the performance of any subcontract hereunder. Except as otherwise directed by the CITY, QUEST shall furnish promptly to the CITY copies of all non-privileged pertinent papers received by QUEST with respect to such action or claim. QUEST shall use its best efforts to notify the CITY of any legal action filed against the QUEST under the federal bankruptcy code. QUEST shall use its best efforts to submit a copy of such notice to the CITY within 30 calendar days after receipt. No funds provided under this Agreement may be used in the payment of any costs incurred from violations or settlements of, or failure to comply with, federal and state regulations.

B. The CITY and QUEST acknowledge that the CITY is a political subdivision of the State of Texas and is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001 et. seq., and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

C. This Agreement shall be interpreted according to the Constitution and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

SECTION 13. CHANGES AND AMENDMENTS

A. Except as specifically provided in Section 13(C) of this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties to this Agreement upon CITY approval and authorization of QUEST.

B. It is understood and agreed by the parties hereto that performances under this Agreement shall be rendered in accordance with the laws and rules governing the Economic Development Program as detailed in Chapter 380 of the Texas Local Government Code, approved by Ordinance 100684 on April 14, 2005, and the terms and conditions of this Agreement. The CITY may, during the contract period, issue policy directives that serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives will be promulgated by the CITY, shall have the effect of qualifying the terms of this Agreement and shall be binding upon QUEST, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this Agreement so as to release the CITY from any obligation specified in Section 5 of this Agreement to reimburse costs incurred by QUEST prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this Agreement required by changes in state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

SECTION 14. SUSPENSION

A. Notwithstanding the provisions of Chapter 2251 of the Texas Government Code, in the event QUEST fails to comply with the terms of any contract with the CITY, the CITY shall provide QUEST with written notification as to the nature of the non-compliance. The CITY shall grant QUEST a sixty (60) day period from the date of the CITY's written notification to cure any issue of non-compliance

under such contract. Should QUEST fail to cure any default within this period of time, the CITY may, upon written Notice of Suspension to QUEST, suspend this Agreement in whole or in part and withhold further payments to QUEST, and prohibit QUEST from incurring additional obligations of funds under this Agreement. Such Notice of Suspension shall include: (1) the reasons for such suspension; (2) the effective date of such suspension; and, (3) in the case of partial suspension, the portion of the Agreement to be suspended.

B. In the case of default for causes beyond QUEST's reasonable control, which cannot with due diligence be cured within such sixty (60) day period, the CITY may, in its sole discretion, extend the cure period provided that QUEST shall: (1) immediately upon receipt of Notice of Suspension advise the CITY of QUEST's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. A suspension under this Section 14 may be lifted only at the sole discretion of the CITY upon a showing of compliance with or written waiver by the CITY of the term(s) in question.

D. With the exception of payment for work in progress or materials ordered prior to receiving a Notice of Suspension, the CITY shall not be liable to QUEST or to QUEST's creditors for costs incurred during any term of suspension of this Agreement.

SECTION 15. TERMINATION

A. The CITY shall have the right to terminate this Agreement for non-compliance, in whole or in part, at any time whenever the CITY determines that QUEST has failed to comply with any material term of any contract with the CITY. The CITY will provide QUEST with written notification as to the nature of the non-compliance, and grant QUEST a sixty (60) day period from the date of the CITY's written notification to cure any issue of non-compliance under such contract. Should QUEST fail to cure any default within this period of time, the CITY may, upon issuance to QUEST of a written Notice of Termination, terminate this Agreement in whole or in part and withhold further payments to QUEST, and prohibit QUEST from incurring additional obligations of funds under this Agreement. Such notification shall include: (1) the reasons for such termination; (2) the effective date of such termination; and, (3) in the case of partial termination, the portion of the Agreement to be terminated.

B. In the case of default for causes beyond QUEST's reasonable control, which cannot with due diligence be cured within such sixty (60) day period, the CITY may, in its sole discretion, extend the cure period provided that QUEST shall: (1) immediately upon receipt of Notice of Termination advise the CITY of QUEST's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. Except as provided in Section 15(A), awards may be terminated in whole or in part only as follows:

1. By the CITY (with the consent of QUEST) in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

2. By QUEST upon written notification to the CITY, setting forth the reasons of such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the CITY determines in its

sole discretion that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety under Section 15(A).

D. Upon receipt of Notice of Termination for non-compliance under Section 15(A), QUEST shall, to the extent possible under its other contractual obligations, cancel, withdraw or otherwise terminate any outstanding obligations related to the performance of this Agreement or the part of this Agreement to be terminated and shall cease to incur costs thereunder. Any other work or materials under or part of this Agreement shall be terminated and the CITY will not be liable to QUEST or to QUEST's creditors for any costs incurred subsequent to receipt of a Notice to Terminate.

E. Notwithstanding any exercise by the CITY of its right of suspension under Section 14 of this Agreement, or of early termination pursuant to this Section 15, QUEST shall not be relieved of any liability to the CITY for damages due to the CITY by virtue of any breach by QUEST of any contract with the CITY. The CITY may withhold payments to QUEST until such time as the exact amount of damages due to the CITY from QUEST is agreed upon or is otherwise determined.

SECTION 16. SPECIAL CONDITIONS AND TERMS

QUEST, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers during the Term of this Agreement. If QUEST is convicted of a violation under 8 U.S.C. Section 1324a (f), then QUEST shall repay CITY the amounts granted by this Agreement for the tax year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within 120 business days after the date QUEST is notified by CITY of such violation. CITY, in its sole discretion, may extend the period for repayment herein. Additionally, QUEST shall pay interest on the amounts due to CITY at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, from the date of such violation notice until paid.

SECTION 17. SUBCONTRACTS

A. QUEST shall ensure that the performance rendered under all subcontracts complies with all terms and provisions of this Agreement as if such performance were rendered by QUEST. As between QUEST and the CITY only and not as to any third parties, QUEST shall bear full responsibility for performance by all subcontractors if any are employed under this Agreement.

B. QUEST, in subcontracting any of the performances hereunder, expressly understands that in entering into such subcontracts, the CITY is in no way liable to QUEST's subcontractor(s).

C. QUEST assures and shall obtain assurances from all of its subcontractors where applicable that no person shall, on the grounds of race, creed, color, disability, national origin, sex or religion, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement.

SECTION 18. DEBARMENT

By signing this Agreement, QUEST certifies that it will not award any funds provided under this Agreement to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in assistance programs.

SECTION 19. RIGHTS UPON DEFAULT

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any contract between QUEST and the CITY or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 20. NON-ASSIGNMENT

This Agreement is not assignable, except by operation of law (e.g., if QUEST is aquired by or merges with another entity). Notwithstanding any attempt to assign the Agreement, QUEST shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions herein. QUEST shall be held responsible for all funds received under this Agreement.

SECTION 21. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 22. AUTHORIZED RELIEF FROM PERFORMANCE *(Force Majeure)*

The CITY may grant relief from performance of the Agreement if QUEST is prevented from compliance and performance by an act of war, order of legal authority, act of God, civil unrest or disturbance, severe weather or other unavoidable cause not attributed to the fault or negligence of QUEST. The burden of proof for the need for such relief shall rest upon QUEST. To obtain release based upon *force majeure*, QUEST must file a written request with the CITY.

SECTION 23. SURVIVAL OF CERTAIN CONTRACT PROVISIONS

The following provisions of the Agreement, concerning QUEST's obligations, shall survive the termination of the Agreement after completion of the Project:

A. Section 6 (Records Retention and Accessibility of Records)

Signatures appear on next page.

WITNESS OUR HANDS, EFFECTIVE as of _____ ____, 2015:

Accepted and executed in triplicate originals on behalf of the City of San Antonio pursuant to Ordinance No. 2015-10-15- _____, dated October 15, 2015, and Project Quest pursuant to the authority of its _____.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

_____
Sheryl L. Sculley
CITY MANAGER

PROJECT QUEST, INC.
a non-profit organization

_____
Name:
Title:

ATTEST:

_____
Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

_____
Martha G. Sepeda
ACTING CITY ATTORNEY

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT

SCOPE OF WORK Rackspace Open Cloud Academy

Project QUEST, Inc.
FY 2015-2016

PROGRAM OBJECTIVE: The primary goal of Project QUEST is to develop a skilled and educated workforce and place participants in jobs paying family-level wages. This contract is part of a larger effort to attract and retain high-impact companies that support the City's targeted industries with the goal of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding commerce in the state.

SERVICE PLAN: Project QUEST's strategy includes outreach, recruitment, comprehensive applicant assessment, academic enhancement, occupational skills training, case management, support services, job search, and job placement.

TARGETED POPULATION: QUEST participants are under-skilled, underemployed, or unemployed adults lacking the educational, occupational, and/or life skills necessary to secure employment in professional high paying jobs offering benefits and opportunities for advancement. QUEST's comprehensive training program provides a means necessary to increase employability skills needed for family-wage jobs. For the purpose of this contract QUEST will provide job training for 100 individuals residing in the City of San Antonio or Bexar County. The program will provide training in information technology occupations and the training will be provided by Rackspace Open Cloud Academy.

NUMBER OF PARTICIPANTS/ CLIENTS SERVED: QUEST will serve at least 100 participants that are residents of the City of San Antonio or Bexar County.

PROJECT QUEST/ Rackspace Open Cloud Academy
COLLABORATION AGREEMENT

Project QUEST, Inc. (QUEST) / Rackspace Open Cloud Academy (OCA)

QUEST/OCA Shared Responsibilities

- QUEST/OCA staff shall follow established standard operating procedures to provide quality service to QUEST/OCA participants and conduct program services in compliance with all applicable federal, state, and local statutes, regulations, and policies.

- The QUEST/OCA collaboration shall share, when appropriate, in the development of grant applications to private and governmental agencies, including the Department of Education, the Texas Education Agency, the Department of Labor, and others, that will expand and enhance services to participants.

- QUEST/OCA shall jointly coordinate efforts to enhance training, education, and employment opportunities for participants.

PROJECT QUEST Responsibilities:

- QUEST shall maintain participant files for all QUEST/OCA participants, and will provide appropriate information and documentation to the appropriate funding sources.

- QUEST shall maintain participant data in Apricot to track QUEST/OCA applicants and participants.

- QUEST staff shall perform all necessary administrative functions to ensure quality services to participants, including program coordination, overall program management, monitoring, procurement of services and materials, and other general administrative functions.

- QUEST shall obtain "release of information" authority from all participants to allow for exchange of participant information between QUEST and OCA.

- QUEST shall provide tuition assistance to OCA students if they meet required eligibility for this agreement.

- QUEST shall provide work readiness training via the Vision, Initiative, and Perseverance Meetings with participants.

Rackspace Open Cloud Academy Responsibilities:

- OCA shall provide training to QUEST/ OCA participants through education courses to prepare students for industry standard certifications.

- OCA shall modify and/or restructure existing training courses/programs, as feasible, to meet the unique needs of QUEST participants.

- OCA shall develop additional training as necessary to meet the needs of the QUEST/OCA participants.

- OCA shall provide information needed for billing, participant tracking, and program monitoring purposes.

- OCA shall provide dedicated office space and meeting rooms at its campus for QUEST/OCA staff at no cost to the program.

- OCA staff shall provide on-site training coordination activities for QUEST/OCA participants.

Duane La Bom 1/7/14

Duane La Bom
Director of Learning & Development
Rackspace Open Cloud Academy, LLC

Pearl Ceasar 1/7/14

Sister Pearl Ceasar
Executive Director
Project QUEST, Inc.

City of San Antonio
Economic Development Department
Agreement Reporting Form

Company Name: Project Quest - Cloud Academy

Reporting Period:

Name/Phone/E-mail of Person Preparing Report:

PQ Agreement Measures Listed Below: verification may include listing everyone individual served with an identification number, address, council district, ethnicity, program start date and completion date	
1. Total Number of IT Students Enrolled In the Academy	
2. Total Number of IT Students Served In The Last Quarter ~~(from last the report)?~~	
3. Total Number of IT Students Currently Employed While Attending The Academy	
4. What Is The Minimum Hourly Wage That IT Students Earns?	$
5. Total Number of IT Students Completing The Academy?	
6. Total Number of Rackspace Jobs Offered to IT Students	
7. Total Number of Jobs Placements Outside of Rackspace?	
8. New Hourly Wage After Job Placement	$
9. Total Number of IT Students Not Completing The Program	
# of New Enrollments Per Council Districts	
Council District # 1	
Council District # 2	
Council District # 3	
Council District # 4	
Council District # 5	
Council District # 6	
Council District # 7	
Council District # 8	
Council District # 9	
Council District # 10	
Council District Total	

Certification

I certify, under penalty of perjury, that the information provided in this report and the attached documents is correct, and that the company has complied with all terms and conditions of its agreement with the City of San Antonio.

Signature:

Printed Name:

Title:

Date:

Mail original signed form, with supporting documents, to: Operations and Monitoring Division, Economic Development Department, City of San Antonio, P. O. Box 839966, San Antonio, Texas 78283-3966.

For questions regarding this report, please contact Jamie Nieto (Contracts Coordinator) at 210/207-6109 or David Hakes (Sr. Management Analyst) 210/207-0150 or email monitoringandops@sanantonio.gov

Attachment 8

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR * **DELEGATE AGENCY CONTRACT WITH**

CITY OF SAN ANTONIO * **P16PLUS COUNCIL OF GREATER BEXAR COUNTY**

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance Nos. 2015-09-10-0574, dated September 10, 2015, and _____, dated October 15, 2015, and the P16Plus Council of Greater Bexar County (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable) for consolidated human development services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein are allocations for various projects; and

WHEREAS, the City wishes to engage the Contractor to carry out certain projects for which allocations have been made; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The parties understand and agree that the terms and conditions of this Contract apply to each and every project (as further described herein) for which the City engages Contractor to carry out under this Contract unless a provision or an attachment to this Contract pertaining to a specified project clearly creates an exception or states otherwise; in such cases, the exception or variance set forth in the provision or applicable attachment governs with respect to the specified project only. Wherever in this Contract, a process, restrictions or parameters are established on Contractor's use of Contract funds, Contractor understands and agrees that such process, restriction or parameter shall be interpreted to apply to each project independent of the others as if a separate, distinct contract were entered into for each project, unless the Contract provision clearly indicates that the projects or funding allocated to Contractor shall be considered together as a whole for the purposes of the Contract provision's application.

1.2 City may enforce, or waive enforcement of any of, the terms of this Contract, in connection with each project under this Contract without prejudice to any rights or remedies (whether set forth in this Contract or provided for by law or in equity) which might otherwise be available to the City in connection with the other projects under this Contract.

1.3 All references to an Attachment number in this Contract refer to the respective Attachment number for each project. For example, wherever in this Contract, reference is made to Attachment II, such reference is being made to the applicable Attachment II for each project.

1.4 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** and **SA2020 Scorecard** applicable to each project and attached hereto and incorporated herein for all purposes as:

Attachment A – I for College and Career Readiness Program (Project A); and
Attachment B – I for Destination College (Project B); and
Attachment C – I for SA Kids Attend to Win (Project C);
Attachment D – I for San Antonio Youth Commission (Project D); and
Attachment E – I for My Brother's Keeper (Project E).

Projects A, B, C, D and E may each be referred to generally as "Project," or collectively referred to as the "Projects" in this Contract.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2015** and shall terminate on **September 30, 2016**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred for each of the Projects listed above in accordance with the budget approved for each Project by the City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to respective budgets. Said budgets are attached hereto and incorporated herein for all purposes as Attachment A – II for Project A, Attachment B – II for Project B, Attachment C – II for Project C, Attachment D – II for Project D and Attachment E – II for Project E. It is specifically agreed that reimbursement hereunder shall not exceed the combined total amount of **$343,750.00**, broken down as follows:

$ 53,001.00	General Fund for College and Career Readiness Program (Project A);
$ 68,750.00	General Fund for Destination College (Project B);
$ 46,999.00	General Fund for SA Kids Attend to Win (Project C);
$ 25,000.00	General Fund for San Antonio Youth Commission (Project D); and
$ 150,000.00	General Fund for My Brother's Keeper (Project E).

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

$343,750.00	General Fund

Consequently, Contractor agrees to comply with the **Funding Guide**, attached hereto and incorporated herein for all purposes as Attachment III.

3.3 Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with Contractor's annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward

its matching fund requirements. Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right to make a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work(s) and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in the applicable Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Budget for the applicable Project remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the applicable Project Budget. Approved budget revisions and Contract amendments modify the applicable Project Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget for the applicable Project. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made for each Project pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15th) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.

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

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget for each Project prior to Contract execution by the deadline established by the City.

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

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII

of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

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

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the applicable Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the applicable Project or Projects, as the case may be, funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget for each Project prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project or Projects, as the case may be, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the applicable Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total applicable Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its contract with the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract is attached hereto and incorporated herein for all purposes as Attachment V.

6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.

6.3 Contractor shall not use funds awarded from this Contract as matching funds for any federal, state or local grant without the prior written approval of the Director of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.

6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 Contractor agrees to comply with the following check writing and handling procedures:

(A) No blank checks are to be signed in advance.

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, including a corrective action plan on all audit

findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: http://harvester.census.gov/sac/ and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each Project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has

satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing applicable Project expenditures and Contractor must use its own funds to maintain the applicable Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff for each Project. Contractor shall submit a completed Contract Monitoring Report for each Project no later than the 15th day of each month, which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Projects or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports,

information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment VI, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, or any Project which is a part hereof, Contractor shall return to City all copies of materials related to the Project or Projects, as the case may be, including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, 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, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or Federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Projects shall be and remain the sole and exclusive proprietary property of City. The Projects shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Projects and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Projects and the tangible and intangible property rights relating to or arising out of the Projects,

including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Projects shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Projects, including without limitation, any letters patent, copyright, or other protection relating to the Projects, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, or a single Project, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the applicable Projects.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor's board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "**Projects: College and Career Readiness Program, Destination College, SA Kids Attend to Win, San Antonio Youth Commission and My Brother's Keeper**" 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 be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
**** Required for projects involving services to children**	

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

(E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on

behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

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

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

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

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

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

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

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND

JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

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

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 As a party to this Contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
(A) Title VII of the Civil Rights Act of 1964, as amended;
(B) Section 504 of the Rehabilitation Act of 1973, as amended;
(C) The Age Discrimination Act of 1975, as amended;
(D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

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

12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

12.10 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage,

brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:

(A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. (If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10th) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be

final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30th) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30th) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Projects provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:

(A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.

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

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

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

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or

she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that the Projects funded through this Contract are supported by the City of San Antonio, Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.

19.3 Contractor shall maintain records on all items obtained with City funds to include:

(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;

(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Contractor to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

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

XXIII. ASSIGNMENT

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

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

(B) modifications to the Scope of Work and SA2020 Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and SA2020 Scorecard;

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

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

(E) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or

(F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

Contractor:

Executive Director
P16Plus Council of Greater Bexar County
1142 E. Commerce, Suite 200
San Antonio, Texas 78205

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

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

XXIX. AUTHORITY

29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

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

XXXI. INDEPENDENT CONTRACTOR

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

31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

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

CITY OF SAN ANTONIO:

_____
Melody Woosley, Director
Department of Human Services

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR:

P16PLUS COUNCIL OF GREATER BEXAR COUNTY

_____
Judy McCormick, Executive Director

_____
Board President (if required by Agency)

ATTACHMENTS

Project A (College and Career Readiness Program)
Attachment A – I – Scope of Work and SA2020 Scorecard
Attachment A - II – Budget

Project B (Destination College)
Attachment B – I – Scope of Work and SA2020 Scorecard
Attachment B – II – Budget

Project C (SA Kids Attend to Win)
Attachment C – I – Scope of Work and SA2020 Scorecard
Attachment C - II – Budget

Project D (San Antonio Youth Commission)
Attachment D – I – Scope of Work and SA2020 Scorecard
Attachment D – II – Budget

Project E (My Brother's Keeper)
Attachment E – I – Scope of Work and SA2020 Scorecard
Attachment E – II – Budget

Applicable to all Projects
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report
Attachment V – N/A
Attachment VI – HIPAA Business Associate Agreement

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

SCOPE OF WORK

P16Plus Council of Greater Bexar County
College and Career Readiness
FY 2015-2016

PROGRAM OBJECTIVE:

Prepare more high school students for college and career by focusing on specific barriers to post-secondary education.

SERVICE PLAN:

- **Convene three meetings with at least four ISDs and two post-secondary institutions to create strategies to improve outcomes for various populations.**
- **Work with high school administrators, staff, and direct-service providers to create strategies, goals and indicators to improve the number of students completing Apply Texas.**
- **Work with high school administrators, staff, and direct-service providers to create strategies, goals and indicators to improve the number of students completing Financial Aid Applications (FAFSA).**
- **Create reports with disaggregated data by high school campus to inform and drive results.**
- **Complete two phone banks for students and families to respond to college access and readiness issues.**

TARGETED POPULATION:

Economically Disadvantaged High School Students in Harlandale, Northside, San Antonio, and Southwest ISDs. Phone Banks are targeted at all students and families.

NUMBER OF PARTICIPANTS/ CLIENTS SERVED:

17,997 students and family members.

Delegate Agency SA2020 Scorecard

Agency Name: P16Plus Council of Greater Bexar County

Program Name: College and Career Readiness Program

Amount: $53,001

Contract Term: October 1, 2015 – September 30, 2016

Select SA2020 Category (Select One)

1. Education X
2. Family Well-Being
3. Community Safety

Select SA2020 and Other Indicators (Select Minimum of One)

1. Kindergarten Readiness
2. 3rd Grade Reading
3. College Readiness X
4. College Enrollment X
5. High School Graduation Rate X
6. Adult Educational Attainment
7. Transition out of Poverty
8. Seniors Healthy and Living Independently
9. Reduction with Homeless/Stability of Residence
10. Teen Pregnancy Reduction
11. Youth Crime Recidivism Prevention
12. Domestic Violence Reduction
13. Child Abuse Reduction
14. Increased Income

Outcomes/Results Measures (Goals of the Program-at least one measure must tie into SA2020)

1. Four ISD's and two post-secondary institutions will be informed on high school disaggregated data to drive results.
2. 1,000 callers (students and families) will have college access and readiness issues answered by experts.
3. 11,862 unduplicated senior students in 4 ISD's high schools will complete Apply Texas college applications
4. 5,135 unduplicated senior students in 4 ISD's high schools will complete Financial Aid Applications (FAFSA).

Outputs

1. 17,997 unduplicated students and family members will be served

Data Source and Reporting

1. Rosters for each event.
2. TEA enrollment data, Apply Texas data from the Texas Higher Education Coordinating Board, and FAFSA data from the U.S. Department of Education.
3. Reports created by P16Plus based on data from ISD's, post-secondary institutions, and publicly available data.
4. Telephone records supplied by the phone bank host documenting the number of calls answered or spreadsheets documenting numbers called and answered.

Quality Standards

1. All P16Plus staff members have a Bachelor's degree or higher. The Data Manager has a Master's degree.

Explanatory Notes

1. Documentation signed by providers and reviewed by Executive Director and Office Manager.
2. Spreadsheets are utilized to avoid manual errors and reviewed by Data Director.
3. Documentation is received from third-party providers and aggregated by P16Plus.

****Note: SA2020 Data & Reports (http://www.sa2020.org/wp-content/uploads/2013/06/SA2020-Indicator-Report_FINAL.pdf)**

Reviewed by and approved:

Management Analyst	Date
Angie Martinez	10/08/15
Senior Management Analyst	Date
Contract Administrator	Date
	10/8/15

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: College and Career Readiness Program
Budget Version: Original
Total Program Budget: $53,001.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".									
Personnel Services Schedule		Position/Title	**Position Type	Salary/ Wage Per Pay Period	Number of Pay Periods	Total Annual Salary	% Budgeted/ Allocated to COSA	Salary Budgeted/ Allocated to COSA	
5101010	52401	Facilitator/Youth Coordinato	Program	1,096.13	52	56,998.76	29.98%	17,090.57	
5101010	52401	Dir. Of Community Partners	Program	1,532.97	52	79,714.44	9.99%	7,963.46	
5101010	52401	Data Director	Admin	1,532.97	52	79,714.44	6.00%	4,782.87	
5101010	52401	Data Analyst	Admin	1,096.13	52	56,998.76	9.98%	5,689.10	
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PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: College and Career Readiness Program
Budget Version: Original
Total Program Budget: $53,001.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
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PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: College and Career Readiness Program

Budget Version: Original
Total Program Budget: $53,001.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	
Total Salaries 5101010								$35,526.00	$0.00
Total Program Salaries								$25,054.03	$0.00
Total Admin Salaries								$10,471.97	$0.00

		Fringe Benefits		Program Allocation Budgeted	Admin. Allocation Budgeted	Total Allocation to COSA	
5103005		FICA (7.65% or less of Taxable Income Billed)				0.00	
5105010		Retirement (% paid by Employer)				0.00	
5104030		Health Insurance				0.00	
5103010		Life Insurance				0.00	
5402520		Worker's Compensation				0.00	
5402550		Unemployment Insurance				0.00	
Fringe Subtotal				$0.00	$0.00	$0.00	$0.00
Total Personnel Services (Salaries & Fringe Benefits)						$35,526.00	$0.00

Contractual Services						
5205010		Mail and Parcel Post Service				
5206010		Rental of Facilities				
5205020		Rental of Office Equipment				
5205030		Equipment Leasing				
5207010		Travel Official			0.00	
		Approximate Dates of Travel & Location	Purpose/Event Name	Travel Amount		

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: College and Career Readiness Program
Budget Version: Original
Total Program Budget: $53,001.00

COSA GL	Contractor's GL	GL DESCRIPTION					Total Cost to COSA	ESG Programs Only - Agency Match
5201025		Education						
5203090	52402	Transportation Fees - Must not exceed current IRS Standard Mileage Rate	Anticipated Mileage	1,000	Rate Per Mile	$0.575	575.00	
5205050		Freight and Storage						
5204010		Linen and Laundry Service						
5204050		Maintenance and Repair - Buildings and Improvements						
5204080		Maintenance and Repair - Machinery and Equipment						
5208530		Alarm and Security Services						
5201040	52403	Fees to Professional Contractors - (Enter Details Below)					9,900.00	
		Contractor Name	Purpose/Description of Services to be Provided			Contract Amount		
		Project Coordinators	Support the organization and implementation of events for college and career readiness			6,300.00		
		Communications Contractor	Communications for College and Career Readiness			3,600.00		
5203040	52406	Advertising and Publication					1,500.00	
5203050		Membership Dues and Licenses						
5203060	52405	Binding, Printing and Reproduction					2,500.00	
5203070		Subscriptions to Publications						
Total Contractual Services							$14,475.00	$0.00
Commodities								
5302010		Office Supplies						
5303010		Janitorial Supplies						
5304005		Clothing and Linen Supplies						
5304025		Motor Fuel and Lubricants						
5304070		Recreation Supplies						
5301010		Maintenance and Repair Materials (Buildings and Improvements)						
5301030		Maintenance and Repair Materials (Machinery and Equipment)						
5304075		Computer Software						
5304080		Other Commodities					0.00	
		Purpose/Description of Other Commodities				Amount		
Total Commodities							$0.00	$0.00
Fixed Charges								
5403010		Telecommunications						
5404530		Gas and Electricity						
5404540		Water						
5405030		Liability, Hazard, Fidelity Insurance						
5407020	52404	Direct Assistance Payments To Program Participants - (Itemize by Type Below)					3,000.00	
		(Rental, Medical, Educational, Food for Program Participants, etc.)				Amount		
		Food for participants				1,000.00		
		Incentives and door prizes for students and families attending events for college and career readiness				2,000.00		
Total Fixed Charges							$3,000.00	$0.00

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: College and Career Readiness Program

Budget Version: Original
Total Program Budget: $53,001.00

COSA GL	Contractor's GL	GL DESCRIPTION	Total Cost to COSA	ESG Programs Only - Agency Match
Capital Outlay				
5501000		Computer Equipment <$5,000		
5501055		Machinery and Equipment - Other <$5000		
5501065		Furniture and Fixtures <$5,000		
Total Capital Outlay			$0.00	$0.00
Total Program Budget			**$53,001.00**	**$0.00**

* Administrative Cost % for COSA Program 19.76%

*Total Administrative Cost for this COSA funded program may not exceed 20% of the City's allocation to the Agency for this program.

COSA USE ONLY

Approved _____
Program Monitor Signature Date

Approved _____
Fiscal Monitor Signature Date

Approved _____
Additional Fiscal Approver Signature Date

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

SCOPE OF WORK

P16Plus Council of Greater Bexar County
Destination College
FY 2015-2016

PROGRAM OBJECTIVE:

To provide project management and fiscal management for Destination College in order to improve college readiness and college enrollment in San Antonio.

SERVICE PLAN:

- **Create a budget for the week's activities**
- **Disburse funds as agreed upon through the budgeting process**
- **Document all expenditures and revenues received for the event**
- **Provide overall project management to coordinate the partners with the implementation of activities and events**
- **Develop an evaluation for the effectiveness of Destination College**
- **Create and implement a college readiness survey to students and individuals attending events**
- **Convene My Brother's Keeper San Antonio (MBKSA) meetings to support men and boys of color.**

TARGETED POPULATION:

Students, parents, family members and individuals in Bexar County interested in college readiness targeted at the 15 public ISDs. MBKSA meetings are open to residents of San Antonio.

NUMBER OF PARTICIPANTS/ CLIENTS SERVED:

Total of 1,650 unduplicated students, parents, and individuals

Delegate Agency SA2020 Scorecard

Agency Name: P16Plus Council of Greater Bexar County

Program Name: Destination College

Amount: $68,750

Contract Term: October 1, 2015 – September 30, 2016

Select SA2020 Category (Select One)

1. Education X
2. Family Well-Being
3. Community Safety

Select SA2020 and Other Indicators (Select Minimum of One)

1. Kindergarten Readiness
2. 3rd Grade Reading
3. College Readiness X
4. College Enrollment X
5. High School Graduation Rate X
6. Adult Educational Attainment
7. Transition out of Poverty
8. Seniors Healthy and Living Independently
9. Reduction with Homeless/Stability of Residence
10. Teen Pregnancy Reduction
11. Youth Crime Recidivism Prevention
12. Domestic Violence Reduction
13. Child Abuse Reduction
14. Increased Income

Outcomes/Results Measures (Goals of the Program-at least one measure must tie into SA2020)

1. 400 students and individuals will report having received college and career readiness information and support at Destination College events.
2. 100 individuals will report having received information on how to support men and boys of color (MBKSA).

Outputs

1. 1,500 students and individuals attend Destination College events.
2. 500 surveys returned from the various Destination College events.
3. 150 unduplicated individuals attending My Brother's Keeper San Antonio events and meetings.

Data Source and Reporting

1. Sign-in sheets, surveys, copies of agendas, handouts will be sources used for documentation
2. Non-profits – Destination College partners
3. P16Plus

Quality Standards

1. All P16Plus staff members have a Bachelor's degree or higher. The Data Manager has a Master's degree.

Explanatory Notes

1. Documentation signed by providers and reviewed by Executive Director and Office Manager.
2. Spreadsheets are utilized to avoid manual errors and reviewed by Data Director.
3. Documentation is received from third-party providers and aggregated by P16Plus.

****Note: SA2020 Data & Reports (http://www.sa2020.org/wp-content/uploads/2013/06/SA2020-Indicator-Report_FINAL.pdf)**

Reviewed by and approved:

Management Analyst	Date
Amy Martinez	10/08/15
Senior Management Analyst	Date
Contract Administrator	Date
	10/8/15

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County

Program Title: Destination College

Budget Version: Original

Total Program Budget: $68,750.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".									
Personnel Services Schedule		Position/Title	**Position Type	Salary/ Wage Per Pay Period	Number of Pay Periods	Total Annual Salary	% Budgeted/ Allocated to COSA	Salary Budgeted/ Allocated to COSA	
5101010	51000	Office Manager	Admin	1,218.06	52	63,339.12	7.89%	5,000.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	
5101010						0.00		0.00	

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County

Program Title: Destination College

Budget Version: Original

Total Program Budget: $68,750.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: Destination College

Budget Version: Original
Total Program Budget: $68,750.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
Total Salaries 5101010								$5,000.00	$0.00
Total Program Salaries								$0.00	$0.00
Total Admin Salaries								$5,000.00	$0.00

		Fringe Benefits			Program Allocation Budgeted	Admin. Allocation Budgeted	Total Allocation to COSA	
5103005		FICA (7.65% or less of Taxable Income Billed)					0.00	
5105010		Retirement (% paid by Employer)					0.00	
5104030		Health Insurance					0.00	
5103010		Life Insurance					0.00	
5402520		Worker's Compensation					0.00	
5402550		Unemployment Insurance					0.00	
Fringe Subtotal					$0.00	$0.00	$0.00	$0.00
Total Personnel Services (Salaries & Fringe Benefits)							$5,000.00	$0.00

Contractual Services						
5205010		Mail and Parcel Post Service				
5206010		Rental of Facilities				
5205020		Rental of Office Equipment			0.00	
5205030		Equipment Leasing				
5207010		Travel Official			0.00	
		Approximate Dates of Travel & Location	Purpose/Event Name	Travel Amount		

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: Destination College
Budget Version: Original
Total Program Budget: $68,750.00

COSA GL	Contractor's GL	GL DESCRIPTION					Total Cost to COSA	ESG Programs Only - Agency Match
5201025		Education						
5203090		Transportation Fees - Must not exceed current IRS Standard Mileage Rate	Anticipated Mileage		Rate Per Mile		0.00	
5205050		Freight and Storage						
5204010		Linen and Laundry Service						
5204050		Maintenance and Repair - Buildings and Improvements						
5204080		Maintenance and Repair - Machinery and Equipment						
5208530		Alarm and Security Services						
5201040	51000	Fees to Professional Contractors - (Enter Details Below)					63,750.00	
		Contractor Name	Purpose/Description of Services to be Provided			Contract Amount		
		San Antonio Education	Sub-Contractor					
		Partnership				41,552.00		
		Uncle Bob's Storage	Items for Events			1,548.00		
		Website URL & Hosting	"I Know Where I'm Going" and Destination College			650.00		
		Arquero Consulting, LLC	MBKSA Contractor			20,000.00		
5203040		Advertising and Publication						
5203050		Membership Dues and Licenses						
5203060		Binding, Printing and Reproduction						
5203070		Subscriptions to Publications						
Total Contractual Services							$63,750.00	$0.00
Commodities								
5302010		Office Supplies						
5303010		Janitorial Supplies						
5304005		Clothing and Linen Supplies						
5304025		Motor Fuel and Lubricants						
5304070		Recreation Supplies						
5301010		Maintenance and Repair Materials (Buildings and Improvements)						
5301030		Maintenance and Repair Materials (Machinery and Equipment)						
5304075		Computer Software						
5304080		Other Commodities					0.00	
		Purpose/Description of Other Commodities				Amount		
Total Commodities							$0.00	$0.00
Fixed Charges								
5403010		Telecommunications						
5404530		Gas and Electricity						
5404540		Water						
5405030		Liability, Hazard, Fidelity Insurance						
5407020		Direct Assistance Payments To Program Participants - (Itemize by Type Below)					0.00	
		(Rental, Medical, Educational, Food for Program Participants, etc.)				Amount		
Total Fixed Charges							$0.00	$0.00

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: Destination College

Budget Version: Original
Total Program Budget: $68,750.00

COSA GL	Contractor's GL	GL DESCRIPTION	Total Cost to COSA	ESG Programs Only - Agency Match
Capital Outlay				
5501000		Computer Equipment <$5,000		
5501055		Machinery and Equipment - Other <$5000		
5501065		Furniture and Fixtures <$5,000		
Total Capital Outlay			$0.00	$0.00
Total Program Budget			**$68,750.00**	**$0.00**

* Administrative Cost % for COSA Program 7.27%

*Total Administrative Cost for this COSA funded program may not exceed 20% of the City's allocation to the Agency for this program.

COSA USE ONLY

Approved _____
Program Monitor Signature Date

Approved _____
Fiscal Monitor Signature Date

Approved _____
Additional Fiscal Approver Signature Date

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

SCOPE OF WORK

P16Plus Council of Greater Bexar County
SA Kids Attend to Win
FY 2015-2016

PROGRAM OBJECTIVE:

Expand the SA Kids Attend to Win initiative to 47 economically disadvantaged public school campuses in San Antonio to improve attendance among chronically absent students through positive interventions.

SERVICE PLAN:

- **Create a plan to implement and expand the initiative and identify new partnerships**
- **Gather data and analyze results to ensure a 30% overall improvement in 47 campuses in attendance of chronically absent students by school year-end**
- **Gather and analyze data to determine common trends, best strategies for corrective actions through continuous improvement**
- **Expand initiative to 47 economically disadvantaged public, elementary, middle, and high schools**
- **Provide trainings and continuous support at ISD and campus level to attendance-related staff**
- **Compare 2014-2015 3rd Grade Reading scores to 2015-2016 scores at participating campuses**

TARGETED POPULATION:

Economically Disadvantaged Public School Students in 47 campuses in Bexar County

NUMBER OF PARTICIPANTS/ CLIENTS SERVED:

5,254 unduplicated students

Delegate Agency SA2020 Scorecard

Agency Name: P16Plus Council of Greater Bexar County

Program Name: SA Kids Attend to Win

Amount: $46,999

Contract Term: October 1, 2015 – September 30, 2016

Select SA2020 Category (Select One)

1. Education X
2. Family Well-Being
3. Community Safety

Select SA2020 and Other Indicators (Select Minimum of One)

1. Kindergarten Readiness
2. 3rd Grade Reading X
3. College Readiness X
4. College Enrollment
5. High School Graduation Rate X
6. Adult Educational Attainment
7. Transition out of Poverty
8. Seniors Healthy and Living Independently
9. Reduction with Homeless/Stability of Residence
10. Teen Pregnancy Reduction
11. Youth Crime Recidivism Prevention
12. Domestic Violence Reduction
13. Child Abuse Reduction
14. Increased Income

Outcomes/Results Measures (Goals of the Program-at least one measure must tie into SA2020)

1. 980 3rd Grade students in participating economically disadvantaged campuses will achieve satisfactory or higher on 3rd Grade Reading State Test Scores.

2. 1,576 students will show improvement in their chronic non-attendance as a result of receiving interventions to improve attendance.

Outputs

1. 47 economically disadvantaged schools will participate in SA Kids Attend to Win in an effort to reduce chronic absenteeism.

2. 5,254 unduplicated students from within 47 economically disadvantaged schools will receive attendance interventions.

Data Source and Reporting

1. P16Plus
2. School districts
3. TEA 3rd Grade Reading Scores

Quality Standards

All staff members of P16Plus have a bachelor's degree or higher. The Data Manager has a Master's Degree. The P16Plus Data Council, consisting of 15+ data experts in the area, also reviews the 3rd Grade Reading scores and other SA2020 aligned data points.

Explanatory Notes

1. Documentation signed by providers and reviewed by Executive Director and Office Manager.
2. Spreadsheets are utilized to avoid manual errors and reviewed by Data Director.
3. Documentation is received from third-party providers and aggregated by P16Plus.

**Note: SA2020 Data & Reports (http://www.sa2020.org/wp-content/uploads/2013/06/SA2020-Indicator-Report_FINAL.pdf)

Reviewed by and approved:

Management Analyst Cinque Martinez	Date 09/28/15
Senior Management Analyst	Date
Contract Administrator Kimberly Bell	Date 9/28/15

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: SA Kids Attend to Win
Budget Version: Original
Total Program Budget: $46,999.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match

** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".

Personnel Services Schedule		Position/Title	**Position Type	Salary/ Wage Per Pay Period	Number of Pay Periods	Total Annual Salary	% Budgeted/ Allocated to COSA	Salary Budgeted/ Allocated to COSA	
5101010	52201	Dir. Of Community Partners	Program	1,532.97	52	79,714.44	20.09%	16,013.89	
5101010	52201	Data Director	Admin	1,532.97	52	79,714.44	10.12%	8,067.11	
5101010						0.00		0.00	
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PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County

Program Title: SA Kids Attend to Win

Budget Version: Original

Total Program Budget: $46,999.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
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PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: SA Kids Attend to Win

Budget Version: Original
Total Program Budget: $46,999.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
Total Salaries 5101010								$24,081.00	$0.00
Total Program Salaries								$16,013.89	$0.00
Total Admin Salaries								$8,067.11	$0.00

		Fringe Benefits		Program Allocation Budgeted	Admin. Allocation Budgeted	Total Allocation to COSA	
5103005		FICA (7.65% or less of Taxable Income Billed)				0.00	
5105010		Retirement (% paid by Employer)				0.00	
5104030		Health Insurance				0.00	
5103010		Life Insurance				0.00	
5402520		Worker's Compensation				0.00	
5402550		Unemployment Insurance				0.00	
Fringe Subtotal				$0.00	$0.00	$0.00	$0.00
Total Personnel Services (Salaries & Fringe Benefits)						$24,081.00	$0.00

Contractual Services						
5205010		Mail and Parcel Post Service				
5206010		Rental of Facilities				
5205020		Rental of Office Equipment				
5205030		Equipment Leasing				
5207010		Travel Official			0.00	
		Approximate Dates of Travel & Location	Purpose/Event Name	Travel Amount		

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: SA Kids Attend to Win
Budget Version: Original
Total Program Budget: $46,999.00

COSA GL	Contractor's GL	GL DESCRIPTION					Total Cost to COSA	ESG Programs Only - Agency Match
5201025		Education						
5203090	52202	Transportation Fees - Must not exceed current IRS Standard Mileage Rate	Anticipated Mileage	900	Rate Per Mile	$0.575	517.50	
5205050		Freight and Storage						
5204010		Linen and Laundry Service						
5204050		Maintenance and Repair - Buildings and Improvements						
5204080		Maintenance and Repair - Machinery and Equipment						
5208530		Alarm and Security Services						
5201040	52203	Fees to Professional Contractors - (Enter Details Below)					7,400.00	
		Contractor Name	Purpose/Description of Services to be Provided			Contract Amount		
		Communications Contractor	Communications for SA Kids Attend to Win			2,400.00		
		Project Coordinator	Support the training and support of campuses utilizing the SA					
			Kids Attend to Win Program			5,000.00		
5203040		Advertising and Publication						
5203050		Membership Dues and Licenses						
5203060		Binding, Printing and Reproduction						
5203070		Subscriptions to Publications						
Total Contractual Services							$7,917.50	$0.00
Commodities								
5302010		Office Supplies						
5303010		Janitorial Supplies						
5304005		Clothing and Linen Supplies						
5304025		Motor Fuel and Lubricants						
5304070		Recreation Supplies						
5301010		Maintenance and Repair Materials (Buildings and Improvements)						
5301030		Maintenance and Repair Materials (Machinery and Equipment)						
5304075		Computer Software						
5304080		Other Commodities					0.00	
		Purpose/Description of Other Commodities				Amount		
Total Commodities							$0.00	$0.00
Fixed Charges								
5403010		Telecommunications						
5404530		Gas and Electricity						
5404540		Water						
5405030		Liability, Hazard, Fidelity Insurance						
5407020	52204	Direct Assistance Payments To Program Participants - (Itemize by Type Below)					15,000.50	
		(Rental, Medical, Educational, Food for Program Participants, etc.)				Amount		
		Age appropriate incentives and rewards of attendance improvements, such as ear bubs,						
		waterbottles, pens, headphones, etc.				15,000.50		
Total Fixed Charges							$15,000.50	$0.00

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County

Program Title: SA Kids Attend to Win

Budget Version: Original

Total Program Budget: $46,999.00

COSA GL	Contractor's GL	GL DESCRIPTION	Total Cost to COSA	ESG Programs Only - Agency Match
Capital Outlay				
5501000		Computer Equipment <$5,000		
5501055		Machinery and Equipment - Other <$5000		
5501065		Furniture and Fixtures <$5,000		
Total Capital Outlay			$0.00	$0.00
Total Program Budget			**$46,999.00**	**$0.00**

* Administrative Cost % for COSA Program 17.16%

*Total Administrative Cost for this COSA funded program may not exceed 20% of the City's allocation to the Agency for this program.

COSA USE ONLY

Approved _____
Program Monitor Signature Date

Approved _____
Fiscal Monitor Signature Date

Approved _____
Additional Fiscal Approver Signature Date

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

SCOPE OF WORK

P16Plus Council of Greater Bexar County
San Antonio Youth Commission
FY 2015-2016

PROGRAM OBJECTIVE:

Support the San Antonio Youth Commission in its mission to represent the voice of the youth through the outlets of advocacy, community development and service, and social media.

SERVICE PLAN:

- **Recruit area students to be youth leaders through nomination by respective city council members and the Mayor to total 22 commissioners**
- **Hold 9 meetings with at least 17-member attendance by Youth Commission members**
- **Develop and implement 5 service-learning activities that will emphasize leadership or college and career readiness skills, targeted at students in middle school, high school or college in Bexar County**
- **Ensure 200 unduplicated students join the commissioners throughout the course of the year at 5 service-learning activities**
- **Create and administer a college readiness survey that demonstrates 150 unduplicated students have leadership or college and career readiness skills**

TARGETED POPULATION:

Middle School, High School, or College students that are residents of Bexar County

NUMBER OF PARTICIPANTS/ CLIENTS SERVED:

22 Youth Commission members and 200 students attending Youth Commission-led events totaling: 222

Delegate Agency SA2020 Scorecard

Agency Name: P16Plus Council of Greater Bexar County

Program Name: San Antonio Youth Commission

Amount: $25,000

Contract Term: October 1, 2015 – September 30, 2016

Select SA2020 Category (Select One)

1. Education X
2. Family Well-Being
3. Community Safety

Select SA2020 and Other Indicators (Select Minimum of One)

1. Kindergarten Readiness
2. 3rd Grade Reading
3. College Readiness X
4. College Enrollment
5. High School Graduation Rate
6. Adult Educational Attainment
7. Transition out of Poverty
8. Seniors Healthy and Living Independently
9. Reduction with Homeless/Stability of Residence
10. Teen Pregnancy Reduction
11. Youth Crime Recidivism Prevention
12. Domestic Violence Reduction
13. Child Abuse Reduction
14. Increased Income

Outcomes/Results Measures (Goals of the Program-at least one measure must tie into SA2020)

1. 17 San Antonio Youth Commissioners will be engaged, and will attend 9 meetings.
2. A total of 200 unduplicated middle school, high school, or college students will participate in the 5 service events alongside the San Antonio Youth Commission.
3. 150 unduplicated middle school, high school, or college students attending youth commission led service events will learn leadership or college and career readiness skills.

Outputs

1. 22 unduplicated Youth Commissioners.
2. 200 unduplicated middle school, high school, or college students.
3. 5 service events

Data Source and Reporting

1. P16Plus maintains a spreadsheet noting attendance for each meeting and event.
2. P16Plus maintains rosters reflecting unduplicated attendees in middle, high school or college.
3. P16Plus maintains flyers, presentations, and signatures of sponsoring organizations

Quality Standards

1. All members of the P16Plus staff have a Bachelor's degree or higher.
2. The Data Director has a Master's Degree.

Explanatory Notes

1. Documentation signed by providers and reviewed by Executive Director and Office Manager.
2. Spreadsheets are utilized to avoid manual errors and reviewed by Data Director.
3. Documentation is received from third-party providers and aggregated by P16Plus.

**Note: SA2020 Data & Reports (http://www.sa2020.org/wp-content/uploads/2013/06/SA2020-Indicator-Report_FINAL.pdf)

Reviewed by and approved:

Management Analyst Angie Martinez	Date 09/28/15
Senior Management Analyst	Date
Contract Administrator Kimberly Bell	Date 9/28/15

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: San Antonio Youth Commission

Budget Version: Original
Total Program Budget: $25,000.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".									
Personnel Services Schedule		Position/Title	**Position Type	Salary/ Wage Per Pay Period	Number of Pay Periods	Total Annual Salary	% Budgeted/ Allocated to COSA	Salary Budgeted/ Allocated to COSA	
5101010	52301	Facilitator/Youth Coordinator		1,096.13	52	56,998.76	25.00%	14,250.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: San Antonio Youth Commission
Budget Version: Original
Total Program Budget: $25,000.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: San Antonio Youth Commission

Budget Version: Original
Total Program Budget: $25,000.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
Total Salaries 5101010								$14,250.00	$0.00
Total Program Salaries								$0.00	$0.00
Total Admin Salaries								$0.00	$0.00

		Fringe Benefits		Program Allocation Budgeted	Admin. Allocation Budgeted	Total Allocation to COSA	
5103005		FICA (7.65% or less of Taxable Income Billed)				0.00	
5105010		Retirement (% paid by Employer)				0.00	
5104030		Health Insurance				0.00	
5103010		Life Insurance				0.00	
5402520		Worker's Compensation				0.00	
5402550		Unemployment Insurance				0.00	
Fringe Subtotal				$0.00	$0.00	$0.00	$0.00
Total Personnel Services (Salaries & Fringe Benefits)						$14,250.00	$0.00

Contractual Services						
5205010		Mail and Parcel Post Service				
5206010		Rental of Facilities				
5205020		Rental of Office Equipment				
5205030		Equipment Leasing				
5207010		Travel Official			0.00	
		Approximate Dates of Travel & Location	Purpose/Event Name	Travel Amount		

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: San Antonio Youth Commission
Budget Version: Original
Total Program Budget: $25,000.00

COSA GL	Contractor's GL	GL DESCRIPTION					Total Cost to COSA	ESG Programs Only - Agency Match
5201025		Education						
5203090	52302	Transportation Fees - Must not exceed current IRS Standard Mileage Rate	Anticipated Mileage	500	Rate Per Mile	$0.575	287.50	
5205050		Freight and Storage						
5204010		Linen and Laundry Service						
5204050		Maintenance and Repair - Buildings and Improvements						
5204080		Maintenance and Repair - Machinery and Equipment						
5208530		Alarm and Security Services						
5201040	52303	Fees to Professional Contractors - (Enter Details Below)					5,700.00	
		Contractor Name	Purpose/Description of Services to be Provided			Contract Amount		
		Communications	Communications for SAYC			4,500.00		
		Bus Rental	Contracted to transport students			1,200.00		
5203040		Advertising and Publication						
5203050		Membership Dues and Licenses						
5203060		Binding, Printing and Reproduction						
5203070		Subscriptions to Publications						
Total Contractual Services							$5,987.50	$0.00
Commodities								
5302010		Office Supplies						
5303010		Janitorial Supplies						
5304005		Clothing and Linen Supplies						
5304025		Motor Fuel and Lubricants						
5304070		Recreation Supplies						
5301010		Maintenance and Repair Materials (Buildings and Improvements)						
5301030		Maintenance and Repair Materials (Machinery and Equipment)						
5304075		Computer Software						
5304080		Other Commodities					0.00	
		Purpose/Description of Other Commodities				Amount		
Total Commodities							$0.00	$0.00
Fixed Charges								
5403010		Telecommunications						
5404530		Gas and Electricity						
5404540		Water						
5405030		Liability, Hazard, Fidelity Insurance						
5407020	52304	Direct Assistance Payments To Program Participants - (Itemize by Type Below)					4,762.50	
		(Rental, Medical, Educational, Food for Program Participants, etc.)				Amount		
		Food for participants				2,212.50		
		Give-aways for new members, usb's, portfolios, t-shirts, pens & other merchandise for				2,550.00		
		SAYC						
Total Fixed Charges							$4,762.50	$0.00

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: San Antonio Youth Commission

Budget Version: Original
Total Program Budget: $25,000.00

COSA GL	Contractor's GL	GL DESCRIPTION	Total Cost to COSA	ESG Programs Only - Agency Match
Capital Outlay				
5501000		Computer Equipment <$5,000		
5501055		Machinery and Equipment - Other <$5000		
5501065		Furniture and Fixtures <$5,000		
Total Capital Outlay			$0.00	$0.00
Total Program Budget			**$25,000.00**	**$0.00**

* Administrative Cost % for COSA Program 0.00%

*Total Administrative Cost for this COSA funded program may not exceed 20% of the City's allocation to the Agency for this program.

COSA USE ONLY

Approved _____
Program Monitor Signature Date

Approved _____
Fiscal Monitor Signature Date

Approved _____
Additional Fiscal Approver Signature Date

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

SCOPE OF WORK

P16Plus Council of Greater Bexar County
My Brother's Keeper
FY 2015-2016

PROGRAM OBJECTIVE:

To provide project management and fiscal management for My Brother's Keeper initiatives in order to improve outcomes for men and boys of color in San Antonio.

SERVICE PLAN:

- **Convene and facilitate My Brother's Keeper committees.**
- **Compile purpose statements, structure, meeting schedules, goals and develop strategies with agreed upon indicators for MBK.**
- **Assist Committees to develop plans for sustainability of MBK efforts.**
- **Coordinate with various organizations to complete the outline and action plan for 2016-2020 strategic plan to be completed in 2016.**
- **Research and identify disaggregated data to reflect differences in results from various indicators.**
- **Collect information, analyze data and display that information in a usable format.**
- **Coordinate with various organizations to validate information and map MBK student information within the community.**
- **Prepare an annual report with quantitative and qualitative data.**
- **Track data to support progress on agreed upon goals and indicators.**
- **Implement the MBK branding strategy and communication plan that includes a logo and branding guidelines.**
- **Support the MBK website/pages/social media, etc.**
- **Create MBK materials, as needed.**
- **Maintain MBK budget and fiscal documentation for initiative.**

TARGETED POPULATION:

Students, parents, individuals with Bexar County interested in supporting MBK efforts.

NUMBER OF PARTICIPANTS/ CLIENTS SERVED:

300 unduplicated students, parents and individuals.

Delegate Agency SA2020 Scorecard

Agency Name: P16Plus Council of Greater Bexar County

Program Name: My Brother's Keeper

Amount: $150,000

Contract Term: October 1, 2015 – September 30, 2016

Select SA2020 Category (Select One)

1. Education X
2. Family Well-Being
3. Community Safety

Select SA2020 and Other Indicators (Select Minimum of One)

1. Kindergarten Readiness
2. 3rd Grade Reading
3. College Readiness X
4. College Enrollment
5. High School Graduation Rate X
6. Adult Educational Attainment
7. Transition out of Poverty
8. Seniors Healthy and Living Independently
9. Reduction with Homeless/Stability of Residence
10. Teen Pregnancy Reduction
11. Youth Crime Recidivism Prevention
12. Domestic Violence Reduction
13. Child Abuse Reduction
14. Increased Income

Outcomes/Results Measures (Goals of the Program-at least one measure must tie into SA2020)

1. 200 individuals will respond to a survey that they received MBK awareness and information.

Outputs

1. 300 unduplicated individuals attend MBK events.
2. 200 surveys returned from MBK events.
3. One MBKSA Strategic Plan with comprehensive action plans for 2016- 2020.
4. One Annual Report with indicators for MBK.

Additional: P16Plus will be utilizing the Strive Together Collective Impact framework to create an agreed upon agenda for MBK, reinforcing activities, measurements, and communicating between the steering committee and four supporting committees and to the public through the MBK website.

Data Source and Reporting

1. Rosters, sign-in sheets and registrations from MBK meetings and events.
2. Surveys to be distributed to MBK meetings and events.
3. P16Plus and Partners will develop action steps based on expert advice and best practices.
4. P16Plus will extract public available data to create data baselines and indicators that support MBK efforts and will create an Annual MBK Report with indicators.

Quality Standards

1. All members of the P16Plus staff have a Bachelor's degree or higher.
2. The Data Director has a Master's Degree.
3. The P16Plus Data Council reviews data and consists of data experts that include Doctorate level individuals.

Explanatory Notes

1. Documentation signed by providers and reviewed by Executive Director and Office Manager.
2. Spreadsheets are utilized to avoid manual errors and reviewed by Data Director.
3. Documentation is received from third-party providers and aggregated by P16Plus.

**Note: SA2020 Data & Reports (http://www.sa2020.org/wp-content/uploads/2013/06/SA2020-Indicator-Report_FINAL.pdf)

Reviewed by and approved:

Management Analyst Angie Martinez	Date 10/15/15
Senior Management Analyst Elma	Date 10/16/15
Contract Administrator Kimberly Ow	Date 10/16/15

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: My Brother's Keeper
Budget Version: Original
Total Program Budget: $150,000.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".									
Personnel Services Schedule		Position/Title	**Position Type	Salary/ Wage Per Pay Period	Number of Pay Periods	Total Annual Salary	% Budgeted/ Allocated to COSA	Salary Budgeted/ Allocated to COSA	
5101010	52501	Executive Director	Admin	2,854.57	52	148,437.64	8.48%	12,584.53	
5101010	52501	Dir. Of Community Partners		1,532.97	52	79,714.44	8.00%	6,377.16	
5101010	52501	Data Director	Admin	1,532.97	52	79,714.44	10.00%	7,970.81	
5101010	52501	MBK Project Manager	Program	1,419.50	52	73,814.00	75.00%	55,360.50	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
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PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: My Brother's Keeper
Budget Version: Original
Total Program Budget: $150,000.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	
5101010						0.00		0.00	

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: My Brother's Keeper
Budget Version: Original
Total Program Budget: $150,000.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
Total Salaries 5101010								$82,293.00	$0.00
Total Program Salaries								$55,360.50	$0.00
Total Admin Salaries								$20,555.34	$0.00

		Fringe Benefits		Program Allocation Budgeted	Admin. Allocation Budgeted	Total Allocation to COSA	
5103005		FICA (7.65% or less of Taxable Income Billed)				0.00	
5105010		Retirement (% paid by Employer)				0.00	
5104030		Health Insurance				0.00	
5103010		Life Insurance				0.00	
5402520		Worker's Compensation				0.00	
5402550		Unemployment Insurance				0.00	
Fringe Subtotal				$0.00	$0.00	$0.00	$0.00
Total Personnel Services (Salaries & Fringe Benefits)						$82,293.00	$0.00

Contractual Services						
5205010		Mail and Parcel Post Service				
5206010		Rental of Facilities				
5205020		Rental of Office Equipment				
5205030		Equipment Leasing				
5207010	52509	Travel Official			2,000.00	
		Approximate Dates of Travel & Location	Purpose/Event Name	Travel Amount		
		1/1/2016 Washington DC	MBK National Conference, MBK Project Manager	2,000.00		

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: My Brother's Keeper
Budget Version: Original
Total Program Budget: $150,000.00

COSA GL	Contractor's GL	GL DESCRIPTION					Total Cost to COSA	ESG Programs Only - Agency Match
5201025		Education						
5203090	52502	Transportation Fees - Must not exceed current IRS Standard Mileage Rate	Anticipated Mileage	2,000	Rate Per Mile	$0.575	1,150.00	
5205050		Freight and Storage						
5204010		Linen and Laundry Service						
5204050		Maintenance and Repair - Buildings and Improvements						
5204080		Maintenance and Repair - Machinery and Equipment						
5208530		Alarm and Security Services						
5201040	52503	Fees to Professional Contractors - (Enter Details Below)					56,500.00	
		Contractor Name	Purpose/Description of Services to be Provided			Contract Amount		
		Project Manager	Provides project support for strategic planning for MBK (Oct-Jan			30,000.00		
		Communications Contractor	Develops graphics as needed			2,000.00		
		Communications Contractor	Content and support for website/social media			12,000.00		
		Speaker for MBK Summit	MBK expert speaker for event			5,000.00		
		Project Coordinators	To support MBK through out			7,500.00		
5203040	52506	Advertising and Publication					1,000.00	
5203050		Membership Dues and Licenses						
5203060		Binding, Printing and Reproduction						
5203070		Subscriptions to Publications						
Total Contractual Services							$60,650.00	$0.00
Commodities								
5302010	52507	Office Supplies					1,750.00	
5303010		Janitorial Supplies						
5304005		Clothing and Linen Supplies						
5304025		Motor Fuel and Lubricants						
5304070		Recreation Supplies						
5301010		Maintenance and Repair Materials (Buildings and Improvements)						
5301030		Maintenance and Repair Materials (Machinery and Equipment)						
5304075		Computer Software						
5304080		Other Commodities					0.00	
		Purpose/Description of Other Commodities				Amount		
Total Commodities							$1,750.00	$0.00
Fixed Charges								
5403010		Telecommunications						
5404530		Gas and Electricity						
5404540		Water						
5405030	52508	Liability, Hazard, Fidelity Insurance					500.00	
5407020	52504	Direct Assistance Payments To Program Participants - (Itemize by Type Below)					4,807.00	
		(Rental, Medical, Educational, Food for Program Participants, etc.)				Amount		
		Food for participants				2,057.00		
		Incentives for participation at events				2,750.00		
Total Fixed Charges							$5,307.00	$0.00

PROGRAM LINE ITEM BUDGET

Agency Name: P16Plus Council of Greater Bexar County
Program Title: My Brother's Keeper

Budget Version: Original
Total Program Budget: $150,000.00

COSA GL	Contractor's GL	GL DESCRIPTION	Total Cost to COSA	ESG Programs Only - Agency Match
Capital Outlay				
5501000		Computer Equipment <$5,000		
5501055		Machinery and Equipment - Other <$5000		
5501065		Furniture and Fixtures <$5,000		
Total Capital Outlay			$0.00	$0.00
Total Program Budget			**$150,000.00**	**$0.00**

* Administrative Cost % for COSA Program: 13.70%

*Total Administrative Cost for this COSA funded program may not exceed 20% of the City's allocation to the Agency for this program.

COSA USE ONLY

Approved _____
Program Monitor Signature Date

Approved _____
Fiscal Monitor Signature Date

Approved _____
Additional Fiscal Approver Signature Date

Attachment 9

Contract #

STATE OF TEXAS	*	
COUNTY OF BEXAR	*	**DELEGATE AGENCY CONTRACT WITH**
CITY OF SAN ANTONIO	*	**FAMILY ENDEAVORS**

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance Nos. 2015-08-06-0651, dated August 6, 2015, and _____, dated October 15, 2015, and Family Endeavors (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable) for community safety net services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $219,493.00 for a project entitled "Veteran Homeless Prevention Services" (hereinafter referred to as the "Project"); and

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

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** and **SA2020 Scorecard** attached hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2015** and shall terminate on **September 30, 2016**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **$219,493.00**.

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

$ 150,000.00	General Fund
$ 69,493.00	Emergency Solutions Grant (ESG) CFDA # 14.231

Consequently, Contractor agrees to comply with the **Funding Guide**, attached hereto and incorporated herein for all purposes as Attachment III.

3.3 Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with Contractor's annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right to make a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the

Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15th) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.

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

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City.

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

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

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

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City.

The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its contract with the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract is attached hereto and incorporated herein for all purposes as Attachment V.

6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.

6.3 Contractor shall not use funds awarded from this Contract as matching funds for any federal, state or local grant without the prior written approval of the Director of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.

6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 Contractor agrees to comply with the following check writing and handling procedures:

(A) No blank checks are to be signed in advance.

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, including a corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: http://harvester.census.gov/sac/ and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment VI, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, 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, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made

available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor's board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "**Veteran Homeless Prevention Services**" 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 be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
**** Required for projects involving services to children**	

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

(E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

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

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

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

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

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

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

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages,

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

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

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

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that:

(A) Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor.

(B) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. Contractor agrees to include within its subcontracts a requirement that its subcontractors comply with this provision.

(C) Contractor has tendered to the City a Certification of Restrictions on Lobbying in compliance with the Byrd Anti-lobbying Amendment (31 U.S.C. §1352), and any applicable implementing regulations, if Contractor applied for or bid for an award exceeding $100,000.00 from the City.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond

ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 As a party to this Contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
(A) Title VII of the Civil Rights Act of 1964, as amended;
(B) Section 504 of the Rehabilitation Act of 1973, as amended;
(C) The Age Discrimination Act of 1975, as amended;
(D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price

subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

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

12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

12.10 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:

(A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a

business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. (If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10th) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30th) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30th) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or

cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:

(A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.

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

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

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

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.

19.3 Contractor shall maintain records on all items obtained with City funds to include:

(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Contractor to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with IRS rules.

Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

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

XXIII. ASSIGNMENT

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

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

(B) modifications to the Scope of Work and SA2020 Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and SA2020 Scorecard;

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

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

(E) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or

(F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:
Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

Contractor:
Executive Director
Family Endeavors
353 Bandera Road
San Antonio, Texas 78228

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

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

XXIX. AUTHORITY

29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

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

XXXI. INDEPENDENT CONTRACTOR

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

31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and

not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

[The remainder of this page intentionally left blank]

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

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

CITY OF SAN ANTONIO:

_____
Melody Woosley, Director
Department of Human Services

CONTRACTOR:

FAMILY ENDEAVORS

_____
Travis Pearson, Executive Director

APPROVED AS TO FORM:

_____
Assistant City Attorney

_____
Board President (if required by Agency)

ATTACHMENTS
Attachment I – Scope of Work and SA2020 Scorecard
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report
Attachment V – Grantor Contract
Attachment VI - HIPAA Business Associate Agreement

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

Attachment I

SCOPE OF WORK

Family Endeavors, Inc.
Veteran Homeless Prevention Services
FY 2015-2016

PROGRAM OBJECTIVE:
Family Endeavors' Veteran Homeless Prevention Services (VHPS) is designed to provide support of the broader, local community response to the Mayor's Challenge to End Veteran Homelessness. San Antonio is one of over 225 cities nationwide that have signed on to this challenge, in effort to meet federal goals to end Veteran homelessness by December 2015 and chronic homelessness by December 2016.

VHPS will provide three focused Outreach staff called "Navigators" to the most vulnerable, unsheltered, homeless Veteran households in San Antonio and Bexar County and will directly support the Homeless Veteran Community Collaboration which consists of multiple service providers that meet regularly to triage, staff and place the most vulnerable unsheltered homeless Veterans.

SERVICE PLAN:
These Navigators will be peers, conduct the VI-SPDAT, connect with unsheltered homeless Veterans, present these cases to the Homeless Veteran Community Collaboration at each meeting, and assist in connecting these Veterans to community services. Additionally, the Navigators will continue to support and assist the Veterans in accessing services well after placement into permanent housing.

Navigators will assist Veteran households develop and monitor a Community Connections Plan that will match households to appropriate services in the community based on their individual household needs.

These three positions will work varied hours to maximize interaction and impact with Homeless Veterans, including 2:00PM-10:00PM shifts and weekend hours.

One Navigator position will be considered the Lead Navigator and, in addition to outreach and support services for the Veteran clients, will also provide administrative and supervisory oversight to the program.

The Navigators will utilize HMIS, VI-SPDAT, and other CoC-supported assessment and data systems and will track outcomes related to placement in permanent housing as well as rates of continued stabilized housing 6 months after placement.

CITY OF SAN ANTONIO **Attachment I**
DEPARTMENT OF HUMAN SERVICES

TARGETED POPULATION:
The targeted population served by Navigators will be extremely low-income Veteran households, at or below 30% of the Area Median Income in San Antonio and Bexar

County threatened by or experiencing homelessness and being served by at least one organization identified as a member of the Homeless Veteran Community Collaboration.

NUMBER OF PARTICIPANTS/ CLIENTS SERVED:
Veteran Homeless Prevention Services' Navigators will serve a minimum of 150 Veteran households. Each Navigator will maintain an annual caseload of no more than 50 Veteran households each.

Delegate Agency SA2020 Scorecard

Agency Name:	Family Endeavors, Inc.
Program Name:	Veteran Homeless Prevention Services (VHPS)
Amount:	$150,000 General Fund/$69,493 ESG
Contract Term:	October 1, 2015 – September 30, 2016

Select SA2020 Category (Select One)

☐ 1. Education ☑ 2. Family Well-Being ☐ 3. Community Safety

Select SA2020 and Other Indicators (Select Minimum of One)

☐ 1. Kindergarten Readiness
☐ 2. 3rd Grade Reading
☐ 3. College Readiness
☐ 4. College Enrollment
☐ 5. High School Graduation Rate
☐ 6. Adult Educational Attainment
☑ 7. Transition out of Poverty
☐ 8. Seniors Healthy and Living Independently
☑ 9. Reduction with Homeless/Stability of Residence
☐ 10. Teen Pregnancy Reduction
☐ 11. Youth Crime Recidivism Prevention
☐ 12. Domestic Violence Reduction
☐ 13. Child Abuse Reduction
☑ 14. Increased Income

Outcomes/Results Measures (Goals of the Program-at least one measure must tie into SA2020)

1. A total of 150 Veteran households will be provided with navigator services to facilitate the coordination of comprehensive wrap-around services to prevent homelessness and increase their self-sufficiency. General Fund-100 households, ESG-50

2. 70% of Veteran households assisted will decrease episodes of homelessness and increase their housing stability.

3. 70% of Veteran households assisted will increase their household income to reduce likelihood of living in poverty.

Additional:

Outputs

1. Unduplicated Clients

   150 Veteran households will be served during the contract period. Each Navigator will assist 50 households during the contract year. General Fund-100 households, ESG-50 households

2. 110 Community Connections Plans will be developed and monitored during the contract period. The Community Connections Plan will match households to appropriate services in the community based on their individual household needs.

3.

Additional:

Data Source and Reporting

1. Community Connection Plans developed and monitored for each assisted household.

2. Case management files retained for all Veteran households served.

3. Program enrollment forms and data is collected and reported through the Homeless Management Information System (HMIS).

Quality Standards

1. Case management notes are documented weekly and monitored monthly to measure progress and achievements.

2. Navigator services will be provided during traditional hours and non-traditional hours, including evenings and weekends to enhance the availability of services.

3.

Explanatory Notes

****Note: SA2020 Data & Reports (http://www.sa2020.org/wp-content/uploads/2013/06/SA2020-Indicator-Report_FINAL.pdf)**

Reviewed by and approved:

Management Analyst Date

Senior Management Analyst Date

Contract Administrator Date

TOTAL AGENCY BUDGET

Agency Name:

FUNDING SOURCES	Actual Revenue FY 2014	Actual Expenditures FY 2014	Estimated Revenue FY 2015	Estimated Expenditures FY 2015	Projected Revenue FY 2016	Projected Expenditures FY 2016
1. City of San Antonio (COSA)	323,630.00	323,630.00	28,500.00	28,500.00	28,500.00	28,500.00
2. Local Government (other than COSA)	27,094.00	27,094.00	73,569.00	102,069.00	73,569.00	102,069.00
3. State Government	1,442,473.00	1,442,473.00	1,487,041.00	1,487,041.00	1,487,041.00	1,487,041.00
4. Federal Government	9,564,805.00	9,564,805.00	14,601,486.00	14,601,486.00	14,601,486.00	14,601,486.00
5. United Way	97,157.00	97,157.00	96,737.00	96,737.00	96,737.00	96,737.00
6. Foundation Grants	203,500.00	203,500.00	180,000.00	180,000.00	180,000.00	180,000.00
7. Donation	42,335.00	42,335.00	33,525.00	33,525.00	33,525.00	33,525.00
8. Other (list)						
In-Kind	13,746.00	13,746.00	0.00	0.00	0.00	0.00
Special Events	191,610.00	111,233.00	200,000.00	100,000.00	200,000.00	100,000.00
Miscellaneous	74,649.00	74,649.00	3,537.00	240.00	3,537.00	240.00
Program Income	21,682,243.00	18,086,368.00	463,203.00	523,457.00	463,203.00	523,457.00
Investment Income	2,306.00	2,306.00	3,996.00	0.00	3,996.00	0.00
TOTAL	$33,665,548.00	$29,989,296.00	$17,171,594.00	$17,153,055.00	$17,171,594.00	$17,153,055.00

PROGRAM LINE ITEM BUDGET

Agency Name: 0 **Budget Version:** Original

Program Title: Family Endeavors' Veteran Homeless Prevention Services **Total Program Budget:** $150,000.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".									
Personnel Services Schedule		Position/Title	**Position Type	Salary/ Wage Per Pay Period	Number of Pay Periods	Total Annual Salary	% Budgeted/ Allocated to COSA	Salary Budgeted/ Allocated to COSA	
5101010		Lead Navigator	Program	1,875.00	24	45,000.00	100.00%	45,000.00	
5101010		Navigator	Program	1,666.66	24	39,999.84	100.00%	39,999.84	
5101010		Accountant	Admin	1,925.00	24	46,200.00	12.00%	5,544.00	
5101010		Payroll	Admin	1,881.57	24	45,157.68	7.00%	3,161.04	
5101010		Payroll Clerk	Admin	1,560.00	24	37,440.00	5.00%	1,872.00	
5101010		IT Manager	Admin	2,583.33	24	61,999.92	5.00%	3,100.00	
5101010		IT Support Spec.	Admin	1,456.04	24	34,944.96	5.00%	1,747.25	
5101010		QA Director	Admin	3,124.33	24	74,983.92	6.00%	4,499.04	
5101010		Dev./Comm. Director	Admin	3,250.00	24	78,000.00	6.00%	4,680.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	

PROGRAM LINE ITEM BUDGET

Agency Name: 0 **Budget Version:** Original

Program Title: Family Endeavors' Veteran Homeless Prevention Services **Total Program Budget:** $150,000.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	
5101010						0.00		0.00	

PROGRAM LINE ITEM BUDGET

Agency Name: 0 | Budget Version: Original

Program Title: Family Endeavors' Veteran Homeless Prevention Services | Total Program Budget: $150,000.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
Total Salaries 5101010								$109,603.17	$0.00
Total Program Salaries								$84,999.84	$0.00
Total Admin Salaries								$24,603.33	$0.00

		Fringe Benefits	Program Allocation Budgeted	Admin. Allocation Budgeted	Total Allocation to COSA	
5103005		FICA (7.65% or less of Taxable Income Billed)	6,502.48	1,596.35	8,098.83	
5105010		Retirement (% paid by Employer)			0.00	
5104030		Health Insurance			0.00	
5103010		Life Insurance			0.00	
5402520		Worker's Compensation			0.00	
5402550		Unemployment Insurance			0.00	
Fringe Subtotal			$6,502.48	$1,596.35	$8,098.83	$0.00
Total Personnel Services (Salaries & Fringe Benefits)					$117,702.00	$0.00

Contractual Services						
5205010		Mail and Parcel Post Service				
5206010		Rental of Facilities			8,000.00	
5205020		Rental of Office Equipment				
5205030		Equipment Leasing				
5207010		Travel Official			0.00	
		Approximate Dates of Travel & Location	Purpose/Event Name	Travel Amount		

PROGRAM LINE ITEM BUDGET

Agency Name: 0 | Budget Version: Original

Program Title: Family Endeavors' Veteran Homeless Prevention Services | Total Program Budget: $150,000.00

COSA GL	Contractor's GL	GL DESCRIPTION					Total Cost to COSA	ESG Programs Only - Agency Match
5201025		Education						
5203090		Transportation Fees - Must not exceed current IRS Standard Mileage Rate	Anticipated Mileage	9,800	Rate Per Mile	$0.510	4,998.00	
5205050		Freight and Storage						
5204010		Linen and Laundry Service						
5204050		Maintenance and Repair - Buildings and Improvements						
5204080		Maintenance and Repair - Machinery and Equipment						
5208530		Alarm and Security Services						
5201040		Fees to Professional Contractors - (Enter Details Below)					0.00	
		Contractor Name	Purpose/Description of Services to be Provided			Contract Amount		
5203040		Advertising and Publication					2,500.00	
5203050		Membership Dues and Licenses						
5203060		Binding, Printing and Reproduction						
5203070		Subscriptions to Publications						
Total Contractual Services							$15,498.00	$0.00
Commodities								
5302010		Office Supplies					1,400.00	
5303010		Janitorial Supplies						
5304005		Clothing and Linen Supplies						
5304025		Motor Fuel and Lubricants						
5304070		Recreation Supplies						
5301010		Maintenance and Repair Materials (Buildings and Improvements)						
5301030		Maintenance and Repair Materials (Machinery and Equipment)						
5304075		Computer Software						
5304080		Other Commodities					4,000.00	
		Purpose/Description of Other Commodities				Amount		
		Computers/Software (2 staff @ $1,250/ea)				2,500.00		
		Desk/Chair (2 staff @ $750/ea)				1,500.00		
Total Commodities							$5,400.00	$0.00
Fixed Charges								
5403010		Telecommunications					1,000.00	
5404530		Gas and Electricity					1,000.00	
5404540		Water						
5405030		Liability, Hazard, Fidelity Insurance					1,000.00	
5407020		Direct Assistance Payments To Program Participants - (Itemize by Type Below)					8,400.00	
		(Rental, Medical, Educational, Food for Program Participants, etc.)				Amount		
		Bus Passes (20 participants x $35/mo x 12 months)				8,400.00		
Total Fixed Charges							$11,400.00	$0.00

PROGRAM LINE ITEM BUDGET

Agency Name: 0 | Budget Version: Original

Program Title: Family Endeavors' Veteran Homeless Prevention Services | Total Program Budget: $150,000.00

COSA GL	Contractor's GL	GL DESCRIPTION	Total Cost to COSA	ESG Programs Only - Agency Match
Capital Outlay				
5501000		Computer Equipment <$5,000		
5501055		Machinery and Equipment - Other <$5000		
5501065		Furniture and Fixtures <$5,000		
Total Capital Outlay			$0.00	$0.00
Total Program Budget			$150,000.00	$0.00

* Administrative Cost % for COSA Program: 17.47%

*Total Administrative Cost for this COSA funded program may not exceed 20% of the City's allocation to the Agency for this program.

COSA USE ONLY

Approved _____
Program Monitor Signature — Date

Approved _____
Fiscal Monitor Signature — Date

Approved _____
Additional Fiscal Approver Signature — Date

PROGRAM LINE ITEM BUDGET

Agency Name: 0 **Budget Version:** Original

Program Title: Family Endeavors' Veteran Homeless Prevention Services **Total Program Budget:** $69,493.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".									
Personnel Services Schedule		Position/Title	**Position Type	Salary/ Wage Per Pay Period	Number of Pay Periods	Total Annual Salary	% Budgeted/ Allocated to COSA	Salary Budgeted/ Allocated to COSA	
5101010		Navigator	Program	1,666.66	24	39,999.84	100.00%	39,999.84	
5101010		Reception/Assistant	Admin	1,280.00	24	30,720.00	11.00%	3,379.20	
5101010		HR Director	Admin	3,833.33	24	91,999.92	5.00%	4,600.00	
5101010		HR Specialist	Admin	1,300.04	24	31,200.96	7.00%	2,184.07	
5101010		HR Generalist	Admin	2,083.33	24	49,999.92	5.00%	2,500.00	
5101010			Admin		24	0.00	5.00%	0.00	
5101010			Admin		24	0.00	5.00%	0.00	
5101010			Admin		24	0.00	5.00%	0.00	
5101010			Admin		24	0.00	5.00%	0.00	
5101010			Admin		24	0.00	5.00%	0.00	
5101010						0.00		0.00	
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PROGRAM LINE ITEM BUDGET

Agency Name: 0 **Budget Version:** Original

Program Title: Family Endeavors' Veteran Homeless Prevention Services **Total Program Budget:** $69,493.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
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PROGRAM LINE ITEM BUDGET

Agency Name: 0 | Budget Version: Original

Program Title: Family Endeavors' Veteran Homeless Prevention Services | Total Program Budget: $69,493.00

COSA GL	Contractor's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00		0.00	
5101010						0.00		0.00	
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5101010						0.00		0.00	
5101010						0.00		0.00	
Total Salaries 5101010								$52,663.11	$0.00
Total Program Salaries								$39,999.84	$0.00
Total Admin Salaries								$12,663.27	$0.00

		Fringe Benefits		Program Allocation Budgeted	Admin. Allocation Budgeted	Total Allocation to COSA	
5103005		FICA (7.65% or less of Taxable Income Billed)		4,028.72	968.74	4,997.46	
5105010		Retirement (% paid by Employer)				0.00	
5104030		Health Insurance				0.00	
5103010		Life Insurance				0.00	
5402520		Worker's Compensation				0.00	
5402550		Unemployment Insurance				0.00	
Fringe Subtotal				$4,028.72	$968.74	$4,997.46	$0.00
Total Personnel Services (Salaries & Fringe Benefits)						$57,660.57	$0.00

Contractual Services						
5205010		Mail and Parcel Post Service				
5206010		Rental of Facilities				
5205020		Rental of Office Equipment				
5205030		Equipment Leasing				
5207010		Travel Official			0.00	
		Approximate Dates of Travel & Location	Purpose/Event Name	Travel Amount		

PROGRAM LINE ITEM BUDGET

Agency Name: 0 | Budget Version: Original

Program Title: Family Endeavors' Veteran Homeless Prevention Services | Total Program Budget: $69,493.00

COSA GL	Contractor's GL	GL DESCRIPTION					Total Cost to COSA	ESG Programs Only - Agency Match
5201025		Education						
5203090		Transportation Fees - Must not exceed current IRS Standard Mileage Rate	Anticipated Mileage	4,900	Rate Per Mile	$0.510	2,499.00	
5205050		Freight and Storage						
5204010		Linen and Laundry Service						
5204050		Maintenance and Repair - Buildings and Improvements						
5204080		Maintenance and Repair - Machinery and Equipment						
5208530		Alarm and Security Services						
5201040		Fees to Professional Contractors - (Enter Details Below)					0.00	
		Contractor Name	Purpose/Description of Services to be Provided			Contract Amount		
5203040		Advertising and Publication					933.43	
5203050		Membership Dues and Licenses						
5203060		Binding, Printing and Reproduction						
5203070		Subscriptions to Publications						
Total Contractual Services							$3,432.43	$0.00
Commodities								
5302010		Office Supplies					700.00	
5303010		Janitorial Supplies						
5304005		Clothing and Linen Supplies						
5304025		Motor Fuel and Lubricants						
5304070		Recreation Supplies						
5301010		Maintenance and Repair Materials (Buildings and Improvements)						
5301030		Maintenance and Repair Materials (Machinery and Equipment)						
5304075		Computer Software						
5304080		Other Commodities					2,000.00	
		Purpose/Description of Other Commodities				Amount		
		Computer/Software (1 staff x 1,250/ea)				1,250.00		
		Desk/Chair (1 staff x 750/ea.)				750.00		
Total Commodities							$2,700.00	$0.00
Fixed Charges								
5403010		Telecommunications					500.00	
5404530		Gas and Electricity					500.00	
5404540		Water						
5405030		Liability, Hazard, Fidelity Insurance					500.00	
5407020		Direct Assistance Payments To Program Participants - (Itemize by Type Below)					4,200.00	
		(Rental, Medical, Educational, Food for Program Participants, etc.)				Amount		
		Bus Passes (10 participants x $35/mo x 12 months)				4,200.00		
Total Fixed Charges							$5,700.00	$0.00

PROGRAM LINE ITEM BUDGET

Agency Name: 0 | Budget Version: Original

Program Title: Family Endeavors' Veteran Homeless Prevention Services | Total Program Budget: $69,493.00

COSA GL	Contractor's GL	GL DESCRIPTION	Total Cost to COSA	ESG Programs Only - Agency Match
Capital Outlay				
5501000		Computer Equipment <$5,000		
5501055		Machinery and Equipment - Other <$5000		
5501065		Furniture and Fixtures <$5,000		
Total Capital Outlay			$0.00	$0.00
Total Program Budget			$69,493.00	$0.00

* Administrative Cost % for COSA Program: 19.62%

*Total Administrative Cost for this COSA funded program may not exceed 20% of the City's allocation to the Agency for this program.

COSA USE ONLY

Approved _____
Program Monitor Signature Date

Approved _____
Fiscal Monitor Signature Date

Approved _____
Additional Fiscal Approver Signature Date

Attachment III

CITY OF SAN ANTONIO

CONSOLIDATED HUMAN & WORKFORCE DEVELOPMENT SERVICES

FUNDING POOL

FUNDING GUIDE

FY 2015- 2016

Collaborative Effort

City of San Antonio

Department of Human Services

Economic Development Department

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VI.	Exhibit 1	20

I. OVERVIEW

In an effort to maximize financial resources during fiscal years 2015 and 2016, the City of San Antonio (the "City") through its Department of Human Services and Economic Development Department has established a Consolidated Public Service Funding process. Since funds provided are competitively allocated, organizations interested in providing and administering these Public Service activities is encouraged to submit a proposal highlighting their specific programs and detailing current resources available to conduct the anticipated activities. The competitive solicitation period for this funding began in March 2014, and effectively culminate in submission of funding recommendations and budget adoption September 2014. Although some funding sources may be available around August 1, 2014, most funding sources shall be available for release on or about October 1, 2014. FY 16 is a renewal year and funding recommendations and awards will be approved by City Council in September 2015. Other funds, as they may become available throughout FY15 and FY16 for services procured through the consolidated RFP may be awarded at a later date with approval of City Council of the City of San Antonio.

Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with their annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. (Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right, to make such a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

Funds reduced as a result of either of the requirements above may be reprogrammed.

Contractor agrees that all amendments to any of the applicable laws in this Contract including the **Funding Guide** and **Federal Compliance Manual** may be incorporated automatically into the Contract.

II. CONTRACT ADMINISTRATION

A. Department of Human Services Administered Contracts

All Contracts administered through the Department of Human Services shall comply with the following Special Provisions if requested by the City:

1) Contractor shall coordinate and disseminate information on the Pre-K 4 SA program to all program participants and to the general public as requested. Contractor shall maintain records on the amount and type of outreach efforts in its dissemination of information on the Readiness Guidelines, and shall submit on monthly basis reports of said records to City's Department of Human Services.

2) The contractor shall become familiar with other basic health and human service programs offered through the Texas Department of Health, the Texas Department of Human Services, Bexar County, the City of San Antonio or other private/public agencies that assist low income families. The contractor shall be prepared to offer basic referrals to these services based on the individual needs of the family.

3) Contractor shall disseminate information to the general public on the benefits and eligibility for the Federal Earned Income Tax and Child Care Credits. Contractor shall provide participants with referrals to the City of San Antonio, Department of Human Services and Volunteer Income Tax Assistance (VITA) program. If available, the contractor shall provide office space for VITA volunteers to complete tax returns.

4) Contractor shall allow City's Department of Human Services' Family Assistance Division staff to train Contractor's staff in certifying participants for SAWS Water Affordability Program in client verification, application processes and monitoring the Campaign. Contractor staff shall provide assistance in the implementation of the SAWS Water Affordability Program Campaign. Contractor shall complete necessary documents and a monthly summary report on the number of households assisted, and forward said monthly reports to the Family Assistance Division Main Office, located at 106 S. St. Mary's St., 7th Floor, San Antonio, TX 78205. Family Assistance Division staff shall provide support for contractor in the execution of these tasks on an on-going basis. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.

5) Contractor agrees that it may be selected to provide eligibility determination services to the City for utility assistance credits through Projects **WARM** (*Winter Assistance Relief Mobilization)* and **REAP** (*Residential Energy Assistance Partnership, Inc.*) to low-income and elderly residents who are City Public Service ("CPS") customers. Contractors may, at the sole discretion of the City, be required to perform these duties.

   If selected by City to conduct Project WARM and REAP eligibility determination services, Contractors understand and agree that said services are part of the consideration for the City's award of funds. **Contractors further understand and agree that City may not compensate**

Contractors for said services. Contractor further understands and agrees that City may not reimburse Contractor for any costs or expenses associated with said services or for Contractor making assistance credit recommendations to City. Contractor shall allow City's Department of Human Services' staff to train Contractor's staff in providing eligibility determination services for Projects **WARM** and **REAP**. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.

6) Contractor agrees that it may be selected to participate in the Homeless Management Information System (HMIS) project City of San Antonio/Bexar County Continuum of Care funded through the U.S. Department of Housing and Urban Development. Participation in HMIS must meet all requirements of HMIS. Contractors may, at the sole discretion of the City, be required to perform these duties.

7) Contractor agrees to make reports to the City of San Antonio, Department of Human Services in the format requested by the City.

B. Economic Development Department Administered Contracts

All Workforce Development Delegate Agency Contracts will be administered through the Economic Development Department. All Workforce Development Agency Contracts shall comply with the policies attached in **Exhibit 1** and the following:

1) Contractor shall comply with all Economic Development Department policies applicable to Delegate Agencies. Applicable policies shall be provided to Contractor by the Department upon execution of the contract.

2) Contractor shall become familiar with other basic health and human service programs offered through the Texas Department of Health, The Texas Department of Human Services, Bexar County, the City of San Antonio or other private/public agencies that assist low income families. Contractor shall be prepared to offer referrals to these services based on the individual needs of the participant.

3) Contractor agrees to make reports to the City of San Antonio, Economic Development Department in the form requested by the City.

III. Statutory Guidelines and Special Provisions

A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CFDA #14.218

The Community Development Block Grant (CDBG) is a grant provided by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, (hereinafter referred to as Community Development Act), as amended. The Office of Grants Monitoring & Administration administers the CDBG program for the City of San Antonio for use in revitalizing neighborhoods, providing affordable housing, expanding economic opportunities, improving community facilities and services, and public service activities.

National Objectives:
An activity must meet one of the following CDBG National Objectives to be eligible to receive funds:

(1) Benefit low- and moderate-income families,
(2) Prevent or eliminate slums or blight, or
(3) Meet other urgent community development needs.

Typically, public service programs will meet the first National Objective of benefiting low to moderate income families. HUD defines Public Service programs as "activities directed towards improving employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare, or recreational needs."

Depending on the nature of the funded public service program, the City could require income certification of program participants to ensure the program meets certain income eligibility requirements for use of Community Development Block Grant (CDBG) in the program.

In most cases, as direct beneficiaries, clients benefiting from CDBG supported public service activities must be documented as having gross annual household incomes not exceeding 80% of San Antonio's median income, adjusted for household size in accordance with HUD Section 8 Income Guidelines.

CDBG regulations allow up to 15% of the annual grant to be allocated to public service programs. However, the City will award funds to public services based on current priorities and funding availability. Public services include but are not limited to those programs concerned with employment, crime prevention, childcare, day care, health care, drug abuse prevention, education, mental health, energy conservation, welfare, or recreation.

In addition, HUD CDBG regulations require the Public Service program to be a new service or demonstrate a quantifiable increase in the level of an existing service.

B. Child Care Development Fund Block Grant (CCDF) CFDA #93.575

The City of San Antonio receives CCDF funds through a contract with the Workforce Solutions Alamo. Based on availability, federal matching funds will support local initiatives that improve the quality of early care and education programs for young and school age children through Quality Improvement Activities (QIA) and family strengthening strategies. Funding may be awarded from multiple sources including U.S. Department of Health and Human Services Child Care Development Fund Block Grant (CCDF), Temporary Assistance to Needy Families (TANF), and the U.S. Department of Labor Welfare to Work or Workforce Investment Act (WIA) programs.

1) Contractors funded through CCDF shall comply with the following laws:

- Child Care and Development Block Grant Act of 1990 - CFR Title 45, Sections 98 and 99 contain the regulations for the implementation and operation of the CCDBG
- Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (HR3734) (Welfare Reform) amends 42 USC 9858 which creates the Child Care Development Fund (CCDF).
- Public Law 104-193
- Public Law 105-33
- USC Title 42, Section 9858 (The Omnibus Reconciliation Act of 1990) created the Child Care and Development Block Grant (CCDBG) and authorizes payment for certain child care and quality improvement activities.

- USC Title 42, Chapter 7, Subchapter II Section 418 – Social Security Act, as amended entitled Federal Old-Age, Survivors, And Disability Insurance Benefits
- USC Title 42, Chapter 7, Subchapter IV, Section 601 through 679 entitled Grants to States for Aid and Services to Needy Families With Children and for Child-Welfare Services
- TAC Title 40 Part 20 – Texas Workforce Commission
- TAC Title 40, Part I, Chapter 73 Subpart A provides the processes and procedures for the administration of all programs and services receiving state financial assistance directly or through contractual arrangement, in accordance with applicable federal civil rights regulations.
- TAC Title 40, Chapter 801 and 809
- Texas Education Code, Section 33.902
- Labor Code, Title 2, Chapters 21, 81, 301 and 302
- Human Resource Code, Chapter 22 (all), Chapter 31, Section 31.0035, Chapter 44 (all), Chapter 73 (all), and Chapter 121 (all)
- Government Code Title 10, Chapters 771 and 2308
- Texas Work Source Commission Financial Manual for Grants and Contracts – available in hard copy format from the City of San Antonio, Department of Human Services upon request.
- Any other applicable federal, state, and local laws, including City and Workforce Solutions Alamo, rules regulations, policies, procedures and issuances promulgated under authority of the legislation and specific program requirements.

2) ADDITIONAL RIGHTS IN DATA

Workforce Solutions Alamo shall have the right to reproduce, publish or use the copy right of patent or rights in all data produced through this Contract.

3) ADDITIONAL ETHICS REQUIREMENTS

a) No employee of Contractor or Sub-Contractor, no member of Contractor's or Sub-Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affect his/her personal pecuniary interest.

b) Contractor shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. Contractor, its executive staff and employees, while administering this Contract, shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

c) Contractor has disclosed any interest, fact or circumstance, which does or may present a potential conflict of interest. Contractor shall immediately inform the City of San Antonio at the address in Article XXVI, Section 26.1 of this Contract and Alamo Work Source at the address in Section (6) below, in writing of any potential conflict of interest which arises at any time during the term of this Contract.

4) ADDITIONAL COMMUNICATIONS/NOTICES

In addition to the parties listed in Article XXVI, Section 26.1 of this contract, Contractor shall also submit all communications and notices to Workforce Solutions Alamo in the same manner as set forth in Article XXVI, Section 26.1 of the contract to the address below:

Executive Director
115 Travis, Suite 220
San Antonio, TX 78205

5) ADDITIONAL AUDIT / RECORDS INSPECTION

In addition to the requirements set forth in Article VII, Section 7.3 and Article VIII, Section 8.1 of this Contract, Contractor further agrees that all records and files with respect to all matters covered by or related to this Contract will be open for inspection and audit at any reasonable time during the term hereof by representatives of Alamo Work Source and shall continue to be available for a period of three (3) years after the termination date hereof. If at the end of three (3) years, there is litigation or if the audit report covering such agreement has not been accepted, the Contractor shall retain the records until the resolution of such litigation or audit.

6) ADDITIONAL REQUIREMENTS FOR AMENDMENT

In addition to the requirements set forth in Article XXIV, Section 24.1 of this Contract, Contractor further agrees that except when the terms of this Contract expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing and approved by Managing City Department and Workforce Solutions Alamo.

7) ADDITIONAL REQUIREMENT FOR ASSIGNMENTS

In addition to the requirements set forth in Article XXIII, Section 23.1 of this Contract, Contractor further agrees that Contractor shall not assign or transfer Contractor's interest in this agreement without the written consent of Workforce Solutions Alamo.

8) ADDITIONAL REQUIREMENT FOR SUBCONTRACTING

In addition to the requirements set forth in Article XXV, Section 25.1 of this Contract, none of the work or services covered by this agreement shall be sub-contracted without the prior written consent of Managing City Department and Workforce Solutions Alamo. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written agreement, and unless specific waiver is granted in writing by Managing City Department and Workforce Solutions Alamo., shall be subject by its terms to each and every provision of this agreement. Compliance by sub-Contractors with this agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any approved sub-Contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-Contractors.

C. Community Services Block Grant (CSBG) CFDA #93.569

Applicable Laws

The City of San Antonio receives CSBG funds through a contract with the Texas Department of Housing and Community Affairs.

1) Contractors funded through CSBG shall comply with the following laws:

- Public Law103.252 which can be found at www.ncaf.org/csbg.htm
- Community Services Block Grant 42 USC Sections 9901 through 9926
- TAC Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Rules § 5.144, §5.145, §5.150 and §5.167 – pertaining to Uniform Grants and Management Standards

2) Persons served through CSBG funds must meet income eligibility guidelines including having incomes at or below 125% of the Federal Poverty Income Level (FPIL) as established by the U.S. Department of Health and Human Services.

3) Contractor agrees to adhere to all the requirements of the Results Oriented Management and Accountability (ROMA) system; a tool designed to measure consistent results of the Contractor's service delivery throughout the Contractors service delivery period. Texas Department of Housing and Community Affairs (TDHCA) mandate this requirement in accordance with CSBG Policy Issuance 98.12.8.

D. Emergency Solutions Grant (ESG) CFDA #14.231

Applicable Laws:

The City of San Antonio is the grantee that receives ESG funds through a contract with the U.S. Department of Housing and Urban Development. Through this RFP, the City makes ESG funds available to eligible recipients, which can be either local government agencies or private nonprofit organizations. The Emergency Solutions Grants replaces the Emergency Shelter Grants program and expands the eligible activities to include homelessness prevention and rapid re-housing components. The purpose of the ESG program is to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.

ESG funds are available for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, data collection through the Homeless Management Information Systems (HMIS), and Administration. Recipients also receive administration funds with a statutory cap of 7.5 percent. Local government recipients may carry out all ESG activities directly, whereas state recipients may only carry out activities related to administrative costs and HMIS.

1) The following are eligible Emergency Solutions Grants program eligible costs:

- Street Outreach: funds may cover costs related to essential services for unsheltered persons (including emergency health or mental health care, engagement, case management and services for special populations).
- Emergency Shelter: funds may be used for renovation of emergency shelter facilities and the operation of those facilities, as well as services for residents (including case management, child care, education, employment assistance and job training, legal mental, substance abuse treatment, transportation, and services for special populations).
- Homeless Prevention and Rapid Re-Housing: both components fund housing relocation and stabilization services (including rental application fees, security deposits, utility deposit or payments, last month's rent and housing search and placement activities). Funds may also

be used for short- or medium term rental assistance for those who are at –risk of becoming homeless or transitioning to stable housing.

- HMIS: funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, and office space, salaries of operators, staff training costs, and participation fees).
- Administration: Include general management, oversight and coordination; reporting on the program; costs for training; preparing and amending the Consolidated Plan, Annual Action Plan and CAPER; and Environmental Reviews responsibility.

2) Contractors funded through ESG shall comply with the following laws:

- USC Title 42, Section 11301 (1998) - Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act, as amended

- CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits

- ESG Regulations – CFR Title 24, Part 91, Section 576 can be found at http://www.hud.gov/offices/cpd/homeless/rulesandregs/regulations/576esg/index.cfm

- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

3) Contractors receiving ESG funds agree to match ESG grant funds dollar for dollar with their own locally generated amounts. These local amounts can come from the contractor or other state and local grants **and must be in cash or cash equivalent for acquisition, rehabilitation, or new construction projects**. "In-kind" contributions such as the value of a donated building, supplies and equipment, new staff services, and volunteer time **may be used as match for service contracts such as operations of a facility or supportive services.**

4) Contractor shall not discriminate against "Committed Couples" which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.

5) The following Special Condition Clauses are applicable to **all** ESG and HOPWA Contracts and loan documents:

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135,

which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

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

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

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

E. Housing Opportunities for Persons with AIDS (HOPWA) CFDA #14.241

Applicable Laws

The City of San Antonio receives Housing Opportunity for Persons with Aids (HOPWA) entitlement funds through a contract with the U.S. Department of Housing and Urban Development (HUD). The HOPWA Program was established by (HUD) to address the specific needs of persons living with

Human Immunodeficiency Virus (HIV/AIDS) and their families. HOPWA makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons medically diagnosed with (HIV/AIDS), and their families. HOPWA funding provides housing assistance and related supportive services as part of HUD's Consolidated Planning initiative that works in partnership with communities and neighborhoods in managing federal funds appropriated to HIV/AIDS programs. HOPWA grantees are encouraged to develop community-wide strategies and form partnerships with area non-profit organizations.

1) Contractors funded through HOPWA shall comply with the following laws:

- HOPWA Regulations – CFR Title 24, Part 91, Section 574 can be found at http://www.hud.gov/offices/cpd/aidshousing/lawsregs/regs/index.cfm
- Americans with Disabilities Act at USC 42 12101-12213 as codified under CFR Title 28
- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

2) Contractor shall not discriminate against "Committed Couples" which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.

3) The following Special Condition Clauses are applicable to **all** ESG and HOPWA Contracts and loan documents:

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

IV. GLOSSARY OF TERMS

Amendment – An agreement executed by all parties to a Contract subsequent to the original execution date of such Contract which modifies provisions of such Contract.

Audit - A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All contractors must submit an audit of the program funded under this agreement as is further delineated herein. For purposes of this Funding Guide, an Audit shall mean an OMB Circular A-133 Audit or an audit conducted in accordance with State of Texas or other applicable federal agency requirements.

WSA – Workforce Solutions Alamo

WSAB – The Workforce Solutions Alamo Board

City - City of San Antonio, a Texas municipal corporation

Contractor - A service provider or program operator under contract with the City of San Antonio.

CCDF – Child Care Development Funds

CSBG - Community Services Block Grant

ESG – An acronym for the Emergency Solutions grant from HUD

Family: See definition in 24 CFR 812.2 (The National Affordable Housing Act definition required to be used in the Consolidated Plan differs from the Census definition). The Bureau of Census defines a family as a householder (head of household) and one or more other persons living in the same household who are related by birth, marriage of adoption.

Federal Poverty Income Limits (FPIL) – see Poverty Level

General Fund - Funds that originate from the tax base or fees and fines collected by the City of San Antonio. These funds are generally adopted for expenditure in the City's budget through an ordinance.

Grantor – The organization that provides grant funds to the City.

HHS – U.S. Department of Health and Human Services

HOPWA – Housing Opportunities for Persons with AIDS grant from HUD

Household: One or more persons occupying a housing unit.

HUD – U.S. Department of Housing and Urban Development

HUD Income Definitions - Annual income as defined under the Section 8 Housing Assistance Payments program at (24 CFR 813.106) or Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

A. Wages, salaries, tips, commissions, etc;
B. Self-employment income from own non-farm business, including proprietorships and partnerships
C. Farm self-employment income
D. Interest, dividends, net rental income, or income from estates or trusts;
E. Social Security or railroad retirement;
F. Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
G. Retirement, survivor, or disability pensions; and
H. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040) for individual Federal annual income tax purposes.

Low- and moderate-income household - a household having an income equal to or less than the Section 8 income guideline limits established by HUD.

Low- and moderate-income person - a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Moderate-income household - a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

Moderate-income person - a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Monitoring - The process of observing and/or reviewing performance which may include on-site observation, review of paperwork and files, interviews with staff or customers, telephone conversations, and formal evaluation of compliance elements.

Ordinance - A law enacted by the City Council of the City of San Antonio

Participant - An individual who has been determined eligible for and who is receiving program services.

Policies - Guidelines for management of programs that have been developed using relevant federal and state laws, state rules, funding limitations, information from grantors, the public, and the goals of the individual programs.

Poverty Level - The annual income threshold at or below which families are considered to live in poverty as established by the U.S. Department of Health and Human Services. 2015 Poverty level is listed below. The Federal government changes/updates the Federal Poverty Income Levels (FPIL) annually. Updated FPIL can be found at http://www.hhs.gov/

Persons in Family or Household	48 Contiguous States and D.C.	Alaska	Hawaii
1	$11,770	14,720	13,550
2	15,930	19,920	18,330
3	20,090	25,120	23,110
4	24,250	30,320	27,890
5	28,410	35,520	32,670
6	32,570	40,720	37,450
7	36,730	45,920	42,230
8	40,890	51,120	47,010

For each additional person, add	4,160	5,200	4,780

Procedures - A document that specifies the way to perform an activity and identifies the position responsible for its performance.

Profit - An amount in excess of the cost necessary to operate a program. Profit is allowable to the extent it is reasonable as determined during contract negotiations and not in excess of 10% of grant funds. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories for WIA (need to spell out what WIA stands for) related costs and may be treated differently for other funding sources. Profit may only be earned by private for-profit organizations. Profit is not allowable with City of San Antonio General Funds.

Program Income - For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract; and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall include this language, in its entirety, in all of its sub-contracts involving income-producing services or activities.

Section 8 Income Guidelines - Income limits established by the Department of Housing and Urban Development (HUD). The newest limits can be found at the HUD website www.hud.gov

HUD 2015 Section 8 Income Guidelines

Household Size	Low Income (80% of Median)
1	less than $34,850
2	less than $39,800
3	less than $44,800
4	less than $49,750
5	less than $53,750
6	less than $57,750
7	less than $61,700
8	less than $65,700

Service Provider - Also referred to as the contractor.

Supportive Services - May include the following: linkages to community services, assistance with transportation costs, assistance with child care, assistance with housing costs, referrals to medical services, and assistance with uniforms, work related attire, and work related tool costs including eyeglasses.

V. REFERENCES

The following list of resources may be used to find the laws, rules, regulations, and policies referenced in this document. If you are unable to access via the link provided, please copy the link and paste into your browser address line.

- **Age Discrimination in Employment Act** of 1967 (Public Law 90-202) as amended
  http://www.eeoc.gov/policy/adea.html

- **Americans with Disabilities Act**, Public Law 101-336, enacted July 26, 1990
  http://www.eeoc.gov/policy/ada.html

- **City Charter of the City of San Antonio**
  http://www.sanantonio.gov/atty/reference/charter.htm

- **City of San Antonio Ethics Code**
  http://www.sanantonio.gov/atty/Ethics/codetext.htm

- **Civil Rights Act** of 1991 (Public Law 102-166)
  http://www.eeoc.gov/laws/cra91.html

- Title VII of the **Civil Rights Act** of 1964 (Public Law 88-352)
  http://www.eeoc.gov/policy/cra91.html

- **Code of Federal Regulations (CFR)**
  http://www.hudclips.org/cgi/index.cgi for ESG and HOPWA funded activities
  http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFRv/cfr/index.html
  for all other federally funded activities

- Title IX of the **Education Amendments** of 1972 (USC Title 20, Sections 1681-1688)
  http://www.dol.gov/oasam/regs/statutes/titleix.htm
  http://www.usdoj.gov/crt/cor/coord/titleixstat.htm

- Federal **Drug-Free Workplace Act** of 1988 as adopted by the Texas Worker's Compensation Commission Rules Chapter 169
  http://www4.law.cornell.edu/uscode/html/uscode41/usc_sup_01_41_10_10.html
  http://www.ci.league-city.tx.us/documents/Human%20Resource/DRGPOLIC.htm

- **Equal Pay Act** of 1963 (Public Law 88-38)
  http://www.eeoc.gov/types/epa.html

- **Employee Retirement Income Security Act** (ERISA) of 1974 (Public Law 93-406)
  http://www.efast.dol.gov/ebsa/compliance_assistance.html

- **Fair Labor Standards Act** of 1938, as amended
  http://www.dol.gov/esa/regs/statutes/whd/0002.fair.pdf

- **Internal Revenue Service (IRS)**
  http://www.irs.gov/index.html or

http://www.irs.gov/newsroom/article/0,,id=151226,00.html (for mileage rates)

- **Occupational Safety and Health Act** regulations
  http://www.osha.gov/comp-links.html

- **OMB Circulars**
  http://www.whitehouse.gov/omb/circulars/index.html

- **Public Laws**
  http://www.gpoaccess.gov/plaws/index.html

  NOTE: For most public laws listed in this document, you will need to go to the section of the website entitled "Previous Congresses -- 104th (1995-96) through 108th (2003-04) Congress" then click Search. You search by the number of congress that is the first three numbers in the number of the Public Law. Example: Public Law 104-193 is found in the 104th Congress. Then type in the Public Law number and press Submit. When you get the Search Results simply look in the Hits until you find the Public Law you want to review.

- Sections 501 and 505 of the **Rehabilitation Act** of 1973 (Public Law 93-112)
  http://www.eeoc.gov/policy/rehab.html

- Sections 501 through 509 of the **Rehabilitation Act** of 1973
  http://www.access-board.gov/enforcement/Rehab-Act-text/title5.htm

- Section 504 of the **Rehabilitation Act** of 1973 for ESG and HOPWA contracts
  http://www.hud.gov/progdesc/s-504.cfm

- For CSBG and CCDF contracts
  http://www.hhs.gov/ocr/504.html

- Texas Administrative Code TAC)
  http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC

- **Texas Comptroller of Public Accounts** (for State Agency mileage rates)
  https://fmx.cpa.state.tx.us/fm/travel/milerate/index.php
  http://www.window.state.tx.us/fm/statewise/05/10/5.html (for State Agency per diem rates)

- **Texas Statutes (Codes)**
  http://www.capitol.state.tx.us

  NOTE: The web link takes you to the Texas Legislature Online. On the left menu, click on Texas Statutes for a list of Codes.

- **Texas Work Source Commission** http://www.twc.state.tx.us/

- **Worker's Compensation** statutory regulations
  http://www.tdi.state.tx.us/wc/referencesandforms.html

- **Unemployment Insurance** statutory regulations
  http://www.twc.state.tx.us/customers/rpm/rpmsub1.html

- **United States Code (USC)**
  http://uscode.house.gov/search/criteria.shtml

- **United States General Services Commission** (travel per diem rates)
  http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

Exhibit 1

CITY OF SAN ANTONIO

Economic Development Department

Purpose: This Economic Development Department (EDD) policy provides delegate agencies with procedures, allowances, and requirements for use of City of San Antonio (COSA) General Funds for education, job skills or life skills training and supportive services. The policy also stipulates internal EDD monitoring requirements to ensure compliance.

Executive Summary of This Policy:

1. Establishes a maximum household income eligibility level of 200 % of the current Federal Poverty Level for a participant to receive support services via an EDD-funded program. There is no income eligibility level for training.
2. Defines allowable expenses for training, education, and supportive services.
3. Establishes maximum dollar and time limitations per person for training, education and supportive services.
4. Describes participant conditions that must be met in order to receive various services via an EDD-funded program.
5. Establishes requirements for support documentation when training, education or supportive services are provided. Defines a waiver process that must be followed in situations that do not meet the requirements of the policy.
6. Identifies target demand occupations for 2016.

Definitions:

Training costs include tuition, academic or training fees, books, testing or assessment fees, training supplies, tools, as well as items such as review fees, tutoring, uniforms, medical vaccinations, medical exam, and work related items required by the training provider for job training.

Support services include items such as (but not limited to) childcare, mortgage, rental, food or utility assistance, transportation, and other work related items.

Use of the term *"manager"* in this policy refers to the EDD division or program manager or the most senior delegate agency manager, as appropriate, unless otherwise specified. The word *"Director"* in this policy refers to the Director of EDD.

Policy: This policy applies to all EDD delegate agencies and subcontractors and is intended to provide uniform and consistent guidance for expenditures associated with training and supportive services for participants in EDD-funded programs. This policy will be incorporated into and become a part of all delegate agency and subcontractor contracts.

Conflicts: This EDD policy only supplements grantor requirements. In all cases, funding source procedures and program requirements for eligibility and supportive services will be followed if they conflict with this policy. Additionally, funding source guidelines may be followed if they permit higher allowances than authorized by this policy.

Monitoring: EDD contract monitoring personnel will follow the Department Directive (DD-DA/C) and will review delegate agency and subcontractor records to ensure eligibility, job training, and supportive service requirements are met and documented. EDD monitors will report noncompliance as required by the Directive. The Director will require the delegate agency or subcontractor to refund all costs incurred for services provided to ineligible participants.

Funding Priorities: In situations where limited funding requires a prioritization of participant needs, eligible program participants will be served in the following order:

- Elderly (over 60)
- Certified disabled
- Critical care customer (CPS certified)
- Households with children 3 years of age or younger

Eligible individuals in a crisis situation (including spousal abuse, homeless or hungry or the immediate threat thereof) may be served without regard to these priorities. No individual already receiving services will have any service terminated because of new participants with a higher priority.

Agencies that do not adopt all of the requirements and expenditure limitations of this policy are required to account for the expenditure of COSA funds separately from funds received from other sources to ensure that they are expended in compliance with this policy.

Basic Income Eligibility: Training is available to residents of the city of San Antonio regardless of income level. Funding limits vary based on the length of training and the goal of such training. Support services may be available to individuals who meet EDD's basic income eligibility test.

Income Eligibility Test: To be eligible for initial and continued support services, an applicant's annual household income at the time support services are provided may not exceed 200% of the current Federal Poverty Level (FPL). Household income includes monies from those sources identified by IRS Publication 17 but also includes military disability benefits. For military personnel, income is identified as monies from those sources identified by IRS Publication 3. Excerpts from IRS publications 3 and 17 are included as Attachments A and may be downloaded in their entirety at http://www.irs.gov/publications/index.html. Certain types of support services may have more stringent income eligibility requirements. The FPL Guidelines (revised annually) for 2015 - 2016 are included as Attachment B, and may be downloaded at http://www.hhs.gov. Any participant who exceeds the maximum income level while receiving support services may no longer receive support services unless the Director approves a written exception. Service providers must document their definition and calculation of annualized income.

EDD's income eligibility requirements should be deemed maximum levels. If a funding source requires more stringent income requirements, the more stringent requirements will be followed. Additionally, due to agency funding levels or service capacity, service providers may establish lower levels, at their discretion, provided they be used on a universal and consistent basis.

Residency Requirements: To be eligible for training and support services, an applicant must provide proof of residency within the city of San Antonio, as well as their intention to maintain residency in San Antonio upon completion of EDD-funded training. Proof of intention to maintain residency may be documented through various means, which include:

- Military Dependents: Permanent Change of Station orders.
- Non-Military: Purchase or ownership of a self-occupied home.
- All: Self-declaration of intent to remain in San Antonio as a resident

Any applicant not meeting these residency requirements or who is unable to provide proof of residency intent will be considered on a case-by-case basis via the exception process outlined in this policy.

Exception Process: Dollar limitations or other eligibility requirements for training and supportive services may be waived on an individual basis for extenuating circumstances or unusual personal situations. Individuals not meeting income or other requirements of this policy may receive training or support services via a written exception to this policy as follows:

a. *Income eligibility.* If an individual exceeds the EDD basic income eligibility requirements for a specific support service, a request may be submitted in writing to the Director for approval prior to the provision of the particular support service.
b. *Crisis intervention.* If an income eligible participant requires immediate support services to address a crisis situation, such service(s) may be provided on a one-time basis for a period not to exceed seven calendar days and in an amount not to exceed $250. The requirement to document service or denial from other agencies or service providers is waived.
c. If a funding source specifically allows more generous training or support service allowances or allows a higher income level, such allowance will be documented once and forwarded to the Director for approval.

It is the delegate agency's responsibility to determine the type of EDD funds received and the eligibility and other requirements of the funding source. EDD will assist the agency as requested.

All exceptions require written approval by the Director, unless waiver or approval authority has been delegated by the Director, in writing, to the appropriate division/program or agency manager.

ELIGIBILITY & PROGRAM REQUIREMENTS

All funding source eligibility requirements must be met and documented in the participant file before any training or support services may commence.

All dollar or time limitations are for COSA funds expended per agency per applicant unless otherwise stated. Short-term and long-term dollar and time limitations may not be "stacked" or combined for a participant.

Individuals receiving education, training, or support services from any EDD program are strongly encouraged to participate in the Department of Human Services' Family Assistance Division (FAD). All service providers should advise participants of the features, benefits, and qualifications for:

a. Financial Literacy programs; and
b. Volunteer Income Tax Assistance (VITA) program;

REMEDIAL EDUCATION AND JOB/SKILL TRAINING REQUIREMENTS

EDD supports short-term remedial education necessary to receive training with a goal of placing participants in permanent employment or transitioning them into self-sustaining employment.

All providers are responsible for knowing current Texas Workforce Commission (TWC) training and support services opportunities and requirements and for referring all eligible applicants to a TWC workforce center, if appropriate. If TWC training or support services are available for a qualified applicant, those resources should be utilized first, to the extent possible or practical, before COSA funds are committed.

Long-term training may be provided only in targeted demand occupations (or a "first level" directly related occupation) as identified by Workforce Solutions Alamo. Long-term training may also be approved for customized training programs, if the employer has provided a written agreement to employ graduates of the training program at a wage not less than $11.66 per hour. Occupations not on the target demand occupation list may be added via written request to the Director. A list of target demand occupations for 2016 is included as Attachment C.

Short-term training is supported if it has a goal of immediate "transitional" job placement. Delegate agencies may use EDD-funds to purchase direct training services from other providers, but only for approved occupations or programs as outlined above. Additionally, certain grant-funded programs for job training may require use of certain approved training vendors, as specified by the funding source. All COSA and funding source procedures and requirements for the procurement and payment of training services must be followed. EDD-provided funds may only be used to purchase training that result in a marketable skills certificate in a targeted or approved occupation.

Applicants who are skilled or have been previously employed in a target demand occupation may receive training or support services via an EDD-funded program if they meet eligibility requirements and:

They are currently earning less than $11.66 per hour, or receive prior written approval from the Director (or manager if so delegated), or

b. Their previous skills training was not provided using COSA funds, or
c. Their training was in an occupation that is no longer identified as a target demand occupation, or
d. They are a displaced worker requiring re-training in order to become re-employed.

EDD supports both short and long-term job and occupational skill training and short-term remedial education as follows:

a. Short-term training of six months or less is authorized for placement in transitional (less than a living wage) employment. The City's Living Wage for 2015 - 2016 is $11.66 per hour. Such short-term training must be intended to provide the participant with

    i. Immediate placement and income;

    ii. Basic employability skills;

    iii. Character trait development; and/or

    iv. Creditable job experience for transition to a living wage.

    Total short-term training costs may not exceed $1,000 per person per lifetime and total support services for income eligible participants may not exceed $1,000 per person per lifetime, plus childcare (at the current Child Care Services Division (CCSD) rate) plus transportation (per limits below) for the duration of training, unless specifically authorized in writing by EDD or the funding source.

b. Short-term training (including a compressed schedule) of six months or less is also authorized for permanent placement at or above the living wage, preferably in a demand occupation. Total training costs may not exceed $2,000 per person per lifetime and total supportive services may not exceed $1,000 per person per lifetime, plus childcare (at the current CCDS rate) plus transportation (per limits below) for the duration of training, unless specifically authorized in writing by EDD or the funding source.

c. Long-term occupational training (more than six months) is authorized for permanent placement in a targeted (or approved) occupation. Total training costs may not exceed $4,000 per person per lifetime for certificate programs or $6,000 per person per lifetime for associate or higher degree programs. Total supportive services may not exceed $2,000 per person per lifetime plus childcare (at the current CCSD rate) plus transportation (per limits below) for the duration of training for income eligible participants, unless specifically authorized in writing by Director (or designee) or the funding source. For individuals participating in a long-term customized training program, total training costs will be limited to the actual cost of the customized training.

d. Short-term remedial education of less than six months is authorized for individuals with a high school or G.E.D. diploma whose pre-enrollment academic assessment (using the Test of Adult Basic Education (TABE) or similar instrument) indicates an academic level of not less than 10.0. Total training costs may not exceed $1,000 per

person per lifetime and total support services may not exceed $1,000 per person per lifetime, plus childcare (at the current CCDS rate) for the duration of training for income eligible participants, unless specifically authorized in writing by the Director or the funding source. Individuals who have not achieved an academic level of 12.0 or higher after remedial education funded by EDD are not eligible for further training funded by EDD but are eligible for G.E.D. preparatory education at any COSA Family Assistance Division – Adult Literacy Centers.

e. Adult Basic Education (ABE) is authorized for any individual whose pre-enrollment academic assessment (using the Test of Adult Basic Education (TABE) or similar instrument) indicates an academic level of less than 10.0. All ABE will be provided via a COSA Family Assistance Division – Adult Literacy Centers or other designated education provider depending on the participant's needs. Total training costs may not exceed $1,000 per person per lifetime and total support services may not exceed $1,000 per person per lifetime for income eligible participants unless specifically authorized by the Director.

All direct (i.e. out-of-pocket) training and support service costs for each participant must be properly documented in the agency's fiscal records and in the participant's individual case or student file. If tools are provided to the participant for job training, the participant must acknowledge receipt of the tools on an inventory form and sign an agreement to return the tools if the training program is not completed. The cost of non-cash services such as case management, referral, follow-up, etc. need not be calculated or considered in terms of this policy.

All participants needing training should complete a career exploration process before any COSA funds are committed by the Agency. Once training has commenced, a change in the participants targeted demand occupation is allowed only once per participant.

Additionally, all participants who are eligible for Pell grants or other local, state, or federal sources of financial aid must show proof of application for such funds before COSA funds may be used for training or support services. Pell or scholarship funds can be used for training or living expenses or both, if permitted by the source of such funds.

SUPPORT SERVICE REQUIREMENTS

The City's Department of Human Services (DHS) support service programs are designed to facilitate the coordination of community resources and, when possible, minimize or eliminate the possible duplication of services with other service providers. Accordingly, when possible or appropriate, agencies should coordinate service referrals with the United Way 211 referral resource. When applicable, delegate agency or subcontractor staff should provide participants with a listing of other service agencies and refer participants to applicable programs for assistance. A coordinated effort is needed to ensure participants are made aware of all available services.

It is EDD's policy to provide support services to program participants only if the service is not available via another source and only after other providers of these (or comparable) services have declined to provide the service to the participant because of funding, capacity or eligibility requirements. If a participant is referred to DHS for support services, a record of the service (or denial) must be obtained from the servicing division and included in the case file if possible.

For referrals outside of DHS a record of the participant's request and the provider's declination of the service (if available) must be included in the participant's file or, in the absence of a provider's declination, the participant may self-certify the declination.

Following are basic support services that are potentially available to program participants. Funding, time, or other program limitations specified may not be exceeded, except in cases where the delegate agency documents the funding source authorization for different support services or service levels. When such support services are provided, each (and all) services provided must be documented in the participant's case file.

Childcare: All applicants requesting or requiring purchased childcare services will first be referred to DHS's Child Care Services Division (CCSD) to determine whether Head start, Pre-Kinder, Homeless Childcare, Our City Cares or other programs are viable options in lieu of childcare. If no other programs are options, the applicant will be required to meet CCSD eligibility tests for income, employment, and training/education status before childcare services may be provided. Full or partial payment of childcare is available only to households that do not have an adult (responsible parent, relative, or guardian) available to provide this service. EDD funds may be used to support participants who meet CCSD eligibility requirements and who are wait-listed by CCSD, but only for the period they are wait-listed. Any participant not meeting CCSD eligibility requirements may request a waiver for a specific period of time, which must be submitted in writing by the delegate agency for a determination by the Director prior to any services being provided. If the division or agency provides childcare internally without purchasing such services from another provider, the provisions of this section do not apply

Food Assistance: Program participants should first seek assistance through community food pantries, including the Food Bank, and other local, state, or federal agencies, and should apply for food stamps, if eligible. If such assistance is unavailable, support for food assistance may be authorized and cannot exceed $150 per household per year. The non-availability of other support services must be documented in the case file.

Exceptions are allowed in emergency situations, declared natural disasters or catastrophes (e.g. fire or flood) but must be documented in the case file (if one exists) and approved by the Director.

Food Purchases: Delegate agencies and subcontractors may purchase food for participants only if the agency's EDD-approved budget supports the expenditure. Food purchase receipts must be retained by the delegate agency and show the food provider or store where the purchase was made, date of purchase, items purchased, and amount paid. COSA is prohibited by law from reimbursing any taxes paid for the purchase of food or other commodities. When food items are dispersed or consumed, a log must be retained that shows the date, the program purpose, and a roster of those participants attending the program. Each participant should sign the log to verify attendance. Customary refreshments for events or activities (as opposed to meals) may be provided for participants if the delegate agency's EDD-approved budget supports the expenditure. A record of who consumed the refreshments is not required if the cost for such refreshments does not exceed $25 per event or activity.

Health Care: All participants requiring health care services will be referred to health care providers. Unless required for a specific training or education program (e.g. nursing) EDD does

not cover any health related expense other than medical, dental, vision, and pharmaceutical as specified below. The participant's case file must be documented to show when and to whom the medical referral was made.

Medical, Dental and Vision Care: Program participants may receive EDD support for medical, dental and vision care for participants up to $100 per visit and a combined maximum of $300 per year per person. Receipts for services provided must be placed in the participant's case file.

Pharmaceutical Assistance: Program participants may receive EDD support for prescription assistance up to $150 per year per person.

Rental and Mortgage Assistance: If eligible, all applicants must first apply for assistance through DHS's Community Action Division, as well as any applicable local or state housing programs. Eligible applicants must have proof of rent/mortgage expenses and must also show proof of ability to continue payments after assistance is received. Assistance will first be provided via FEMA if the applicant is eligible. However, EDD allows rental and mortgage assistance for individuals who are not eligible for FEMA assistance provided that household income does not exceed the EDD's income eligibility requirements. Assistance is limited to $500/year. The non-availability of other support services must be documented in the case file.

Tax Assistance: Any participant requiring assistance preparing their federal income tax return should utilize the Department of Human Services (COSA) no-cost VITA service, provided they meet VITA eligibility requirements.

Transportation: EDD supports bus expenses not to exceed $20 per month per participant (or the cost of a monthly bus pass) or gas and other automobile expenses of up to $8 per day and $40 per week. If mileage reimbursement is allowed, the participant will be required to provide the Division or Agency with proof of liability insurance, and a daily log showing the date, odometer reading and amount of transportation expenses that were incurred. The log must be supported by receipts, coincide with the participant's training schedule, and will be retained by the delegate agency for program review purposes. The participant and a delegate agency staff member must sign the log. Providers may opt to reimburse transportation costs at a flat per diem rate, provided the weekly rate does not exceed $40. The Director or designee must approve any payment of more than $40 in one week.

Utility Assistance: Program participants should first seek assistance through all available programs, including Bexar County programs such as CEAP or LI-HEAP, or Projects WARM, REAP, and AGUA and the Affordability Discount Program, which are administered by DHS in conjunction with SAWS and CPS. Individuals must qualify for each particular program based on income. If ineligible for assistance because of income, the Director or designee manager may approve an exception if the individual's income does not exceed 200% of the FPL. In any case, DHS support for utility assistance may not exceed the annual amount per household per year allowed under Project WARM, unless the exception process is followed. The non-availability of other support services must be documented in the case file. Utility assistance is authorized for any form of direct utility assistance to include connection, reconnection, and penalty fees but may not be used for utility deposits. All able-bodied individuals receiving utility assistance are expected to attend a course in personal financial literacy within six months of receiving the assistance.

Work-Related Expenses: EDD support may include, as training expenses, various work-related

expenses that participants may incur while in training. Fees for testing or examinations for licenses or certifications, uniforms and special occupational footwear, tools, clothing, and related training supplies may be authorized to a maximum of $250 per person per year. Individuals in long-term training for medical and technological occupations are authorized an additional maximum of $1,000 per person per lifetime for "usual and customary" testing/licensing/certification fees. A maximum of $1,000 per person per lifetime is authorized for tools that are required by the training provider for long-term training programs in the medical, dental, or automotive fields.

Other Support Services: Agencies may provide other services not specified in the policy by requesting approval from the Director in writing prior to providing such service.

ATTACHMENT A

Excerpts from IRS Publication 3 and 17

Included Items

These items are included in gross income, unless the pay is for service in a combat zone.

Basic pay
- Active duty
- Attendance at a designated service school
- Back wages
- CONUS COLA
- Drills
- Reserve training
- Training duty

Special Pay
- Aviation career incentives
- Career sea
- Diving duty
- Foreign duty (outside the 48 contiguous states and the District of Columbia)
- Foreign language proficiency
- Hardship duty
- Hostile fire or imminent danger
- Medical and dental officers
- Nuclear-qualified officers
- Optometry
- Pharmacy
- Special duty assignment pay
- Veterinarian
- Special compensation for assistance with activities of daily living (SCAADL)
- Voluntary Separation Incentive

Bonus Pay
- Career status
- Enlistment
- Officer
- Overseas extension
- Reenlistment

Other Pay
- Accrued leave
- High deployment per Diem
- Personal money allowances paid to high-ranking officers
- Student loan repayment from programs such as the Department of Defense Educational Loan Repayment Program when year's service (requirement) is not attributable to a combat zone

Incentive Pay
- Submarine
- Flight
- Hazardous duty
- High altitude/Low altitude (HALO)

Basic allowance for housing (BAH) - You can still deduct mortgage interest and real estate taxes on your home if you pay these expenses with your BAH.

Death gratuity - Any death gratuity paid to a survivor of a member of the Armed Forces is excluded from gross income.

Differential wage payments - Differential wage payments are any payments made by an employer to an individual for a period during which the individual is performing service in the uniformed services while on active duty for a period of more than 30 days and that represent all or a portion of the wages the individual would have received from the employer if the individual was performing services for the employer. These amounts are taxable and cannot be excluded as combat pay.

Military base realignment and closure benefit - Payments made under the Homeowners Assistance Program (HAP) generally are excluded from income. However, the excludable amount cannot be more than the maximum amount described in subsection (c) of 42 USC 3374 as in effect on November 6, 2009. Any part of the payment that is more than this limit is included in gross income. For more information about the HAP, see http://hap.usace.army.mil/Overview.html.

Qualified reservist distribution (QRD) - A QRD is a distribution to an individual of all or part of the individual's balance in a cafeteria plan or health flexible spending arrangement if:

- The individual was a reservist who was ordered or called to active duty for more than 179 days or for an indefinite period, and
- The distribution is made no sooner than the date the reservist was ordered or called to active duty and no later than the last day reimbursements could otherwise be made under the arrangement for the plan year which includes the date of the order or the call to duty.

A QRD is included in gross income and is subject to employment taxes. The employer must include the QRD (reduced by after-tax contributions to the health flexible spending arrangement) as wages on Form W-2.

State bonus payments. Bonus payments made by a state (or a political subdivision thereof) to a member or former member of the uniformed services of the United States or to a dependent of such member are considered combat pay (and therefore may not be taxable) if the payments are made only because of the member's service in a combat zone. See *Combat Zone*, later, for a list of designated combat zones.

Excluded Items

The exclusion for certain items applies whether the item is furnished in kind or is a reimbursement or allowance. There is no exclusion for the personal use of a government-provided vehicle.

Combat Zone Pay
- Compensation for active service while in a combat zone (Note: Limited amount for officers)

Other pay
- Defense counseling
- Disability, including payments received for injuries incurred as a direct result of a terrorist or military action
- Group-term life insurance
- Professional education
- ROTC educational and subsistence allowances
- State bonus pay for service in a combat zone
- Survivor and retirement protection plan premiums
- Uniform allowances
- Uniforms furnished to enlisted personnel

Death Allowances
- Burial services
- Death gratuity payments to eligible survivors
- Travel of dependents to burial site

Family Allowances
- Certain educational expenses for dependents
- Emergencies
- Evacuation to a place of safety
- Separation

Living Allowances
- BAH (Basic Allowance for Housing)
- BAS (Basic Allowance for Subsistence
- Housing and cost-of-living allowances abroad paid by the U.S. Government or by a foreign government
- OHA (Overseas Housing Allowance)

Moving Allowances
- Dislocation
- Military base realignment and closure benefit (the exclusion is limited as described above)
- Move-in housing
- Moving household and personal items
- Moving trailers or mobile homes
- Storage
- Temporary lodging and temporary lodging expenses

Travel Allowances
- Annual round trip for dependent students
- Leave between consecutive overseas tours
- Reassignment in a dependent restricted status
- Transportation for you or your dependents during ship overhaul or inactivation
- Per Diem

In-kind Military Benefits
- Dependent-care assistance program
- Legal assistance
- Medical/dental care
- Commissary/exchange discounts
- Space-available travel on government aircraft

Persons in Family	100% of FPL	200% of FPL
1	$11,770	23,540
2	15,930	31,860
3	20,090	40,180
4	24,250	48,500
5	28,410	56,820
6	30,970	65,140
7	34,930	73,460
8	38,890	81,780
For families/households with more than 8 persons, add $4,160 for each additional person		

ATTACHMENT C

Targeted Demand Occupations – 2015

Description	SOC
Electrical & Electronics Repairers, Commercial & Industrial Equipment	49-2094
Aircraft Mechanics and Service Technicians	49-3011
Automotive Service Technicians and Mechanics	49-3023
Mobile Heavy Equipment Mechanics, Except Engines	49-3042
Industrial Machinery Installation, Repair, and Maintenance Workers	49-9040
Maintenance and Repair Workers, General	49-9071
Aircraft Structure, Surfaces, Rigging, & Systems Assemblers	51-2011
Electrical, Electronics, & Electromechanical Assemblers	51-2020
Team Assemblers	51-2092
Computer- Controlled Machine Tool Operators, Metal & Plastic	51-4011
Machinists	51-4041
Welders, Cutters, Solderers, and Brazers	51-4121
Electrical & Electronics Drafters	17-3012
Inspectors, Testers, Sorters, Samplers, & Weighers	51-9061
Engineers, All Other	17-2199
Electricians	47-2111
Derrick Operators, Oil & Gas	47-5011
Rotary Drill Operators, Oil & Gas	47-5012
Service Unit Operators, Oil, Gas, & Mining	47-5013
Roustabouts, Oil & Gas	47-5071
Bus, Truck Mechanics, & Diesel Engine Specialists	49-3031
Industrial Machinery Mechanics	49-9041
Heavy & Tractor-Trailer Truck Drivers	53-3032
Paralegals & Legal Assistants	23-2011
Elementary School Teachers, Except Special Education	25-2021
Secondary School Teachers, Except Special & Career/Technical Education	25-2031
Bookkeeping, Accounting, and Auditing Clerks	43-3031
Customer Service Representatives	43-4051
Secretaries & Administrative Assistants, Except Legal, Medical, & Executive	43-6014
Computer Systems Analysts	15-1121
Software Developers, Applications	15-1132
Software Developers, Systems Software	15-1133
Web Developers	15-1134
Database Administrators	15-1141
Network & Computer Systems Administrators	15-1142
Computer User Support Specialists	15-1151

Carpenters	47-2031
Operating Engineers & Other Construction Equipment Operators	47-2073
Plumbers, Pipefitters, & Steamfitters	47-2152
Heating, Air Conditioning, Refrigeration Mechanics, & Installers	49-9021
Respiratory Therapists	29-1126
Registered Nurses	29-1141
Dental Hygienists	29-2021
Radiologic Technologists	29-2034
Pharmacy Technicians	29-2052
Surgical Technologists	29-2055
Licensed Practical & Licensed Vocational Nurses	29-2061
Medical Records & Health Information Technicians	29-2071
Home Health Aides	31-1011
Nursing Assistants	31-1014
Occupational Therapy Assistants	31-2011
Physical Therapist Assistants	31-2021
Dental Assistants	31-9091
Medical Assistants	31-9092
Medical Secretaries	43-6013

Attachment IV

Attachment 9 - FY 2016 Budget Amendments Ordinance

CONTRACT MONITORING REPORT

Department of Human Services
FY 2015-2016

Agency Name:
Program Name:

Agency Rep:
Phone Number:
Monitor:
Phone Number:

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Pgm Total		
Approved Budget	P	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0			
Amount Expensed	A															
1. Insert Unduplicated Clients here	P	0	0	0	0	0	0	0	0	0	0	0	0			
	A															
2. Insert Performance Measure here	P	0	0	0	0	0	0	0	0	0	0	0	0			
	A															
3. Insert Performance Measure here	P	0	0	0	0	0	0	0	0	0	0	0	0			
	A															
4. Insert Performance Measure here	P	0	0	0	0	0	0	0	0	0	0	0	0			
	A															
5. Insert Performance Measure here	P	0	0	0	0	0	0	0	0	0	0	0	0			
	A															
6. Insert Performance Measure here	P	0	0	0	0	0	0	0	0	0	0	0	0			
	A															
7. Insert Performance Measure here	P	0	0	0	0	0	0	0	0	0	0	0	0			
	A															
8. Insert Performance Measure here	P	0	0	0	0	0	0	0	0	0	0	0	0			
	A															
9. Insert Performance Measure here	P	0	0	0	0	0	0	0	0	0	0	0	0			
	A															
10. Insert Performance Measure here	P	0	0	0	0	0	0	0	0	0	0	0	0			
	A															

# Unduplicated Participants per Council District													*Cumulative/District*
Council District #1	0	0	0	0	0	0	0	0	0	0	0	0	0
Council District #2	0	0	0	0	0	0	0	0	0	0	0	0	0
Council District #3	0	0	0	0	0	0	0	0	0	0	0	0	0
Council District #4	0	0	0	0	0	0	0	0	0	0	0	0	0
Council District #5	0	0	0	0	0	0	0	0	0	0	0	0	0
Council District #6	0	0	0	0	0	0	0	0	0	0	0	0	0
Council District #7	0	0	0	0	0	0	0	0	0	0	0	0	0
Council District #8	0	0	0	0	0	0	0	0	0	0	0	0	0
Council District #9	0	0	0	0	0	0	0	0	0	0	0	0	0
Council District #10	0	0	0	0	0	0	0	0	0	0	0	0	0
Unknown District or Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Number of Unduplicated Clients	0	0	0	0	0	0	0	0	0	0	0	0	0

Remarks

Agency Signature _____
Date: _____

Monitor Signature _____
Date: _____

Supervisor Signature _____
Date: _____

revised 3/24/15

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio ("Covered Entity"), and [insert name of entity], a Business Associate ("BA").

WHEREAS, the City of San Antonio and BA have entered into a delegate agency contract to provide [insert brief description of service] ("Service Contract"), effective October 1, 2015; and

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Service Contract, some of which may constitute Protected Health Information ("PHI"); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Service Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("C.F.R."), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. For the purposes of this Agreement, the following terms have the meanings ascribed to them:

(1) "Disclosure" with respect to PHI, shall mean the release, transfer, provision of access to, or divulging in any other manner of PHI outside the entity holding the PHI.

(2) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

(3) "Parties" shall mean Covered Entity and BA.

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and Part 164, subparts A and E.

(5) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity.

(6) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

(7) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

(8) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.

B. BA Obligations and Activities. BA agrees that it shall:

(1) Not use or disclose the PHI other than as permitted or required by this Agreement or as Required by Law;

(2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity;

(3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;

(4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any security incident that BA becomes of aware of;

(5) Ensure that any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards to protect such information;

(6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;

(7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;

(8) Make available to the Covered Entity or to the Secretary all internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary in determining Covered Entity's compliance with the Privacy Rule;

(9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;

(10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(11) Will immediately, and in no event later than 14 days of discovery, notify Covered Entity of any breach of PHI and will coordinate with Covered Entity to identify, record, investigate, and report to an affected Individual and the U.S. Department of Health and Human Services, as required, any covered PHI breach.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).

D. Obligations of Covered Entity. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

(1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;

(2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;

(3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI.

(4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the BA may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

(1) The term of this Agreement shall commence on the date on which it is fully executed or contract start date of October 1, 2014, whichever is later. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Service Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(3) Effect of Termination.

(a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.

(b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

G. Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

H. Survival. The respective rights and obligations of the BA under Sections B, C(2) and (4), and F(3) shall survive the termination of this Agreement.

I. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy Rule.

J. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.

K. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

L. ***INDEMNIFICATION. BA WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE SERVICECONTRACT, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.***

M. **Reimbursement.** BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.

N. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

O. **Assignment.** Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval ofBA.

P. **Entire Agreement.** This Agreement constitutes the complete agreement between BA and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contract or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Service Contract comply with the federal law and regulations commonly referred to as the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Q. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXECUTED to be effective October 1, 2015.

COVERED ENTITY
City of San Antonio

BUSINESS ASSOCIATE:
[Entity]

Melody Woosley, Director
Department of Human Services

APPROVED AS TO FORM:

[insert name]
Assistant City Attorney

Attachment 10

FUNDING AGREEMENT FOR DREAMWEEK EVENT PLANNING AND COORDINATION

This Agreement 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 Director of the Office of EastPoint & Real Estate Services and DreamVoice, L.L.C., by and through its President (hereinafter referred to as "DreamVoice"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Director" shall mean the director of City's Office of EastPoint & Real Estate Services.

"DreamVoice" is defined in the preamble of this Agreement and includes its successors.

"Event" shall mean "Dreamweek" to be held on January 9, 2016 throughJanuary 20, 2016.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions herein, the Term of this Agreement shall be from the date of execution to September 30, 2016. After such date, no payment will be made to DreamVoice.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of the City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 The Event is a city-wide summit that will inspire an exchange of ideas and promote solutions on universal issues facing our multi-cultural communities. DreamWeek will consist of a series of keynote speaking engagements, luncheons, mixers, events and celebrations held throughout San Antonio. San Antonio hosts the country's largest MLK March, and DreamWeek is designed to enhance the experience and further the dream of Dr. Martin Luther King.

The City is providing funding through this Agreement for the public purpose of supporting the Event as a catalyst for community pride.

DreamVoice agrees to provide the services and expend the funds to implement the services described in EXHIBIT A, entitled "Scope of Services and Budget", in exchange for the compensation described in Article IV, entitled "Compensation," below which is part of the City's contribution to the Event.

3.2 City shall provide DreamVoice with a reimbursement of costs associated with EXHIBIT A contingent upon the following:

(a) DreamVoice providing a valid certificate indicating DreamVoice designation as a non-profit agency under Section 501(c)(3) of the Internal Revenue Service Tax Code; and

(b) DreamVoice providing documentation to City indicating purchases and payments for the services described in Exhibit A.

3.3 All work performed by DreamVoice hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by DreamVoice, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should DreamVoice's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. CONTRIBUTION TO DREAMVOICE

4.1 In consideration of DreamVoice's performance in a satisfactory and efficient manner, as determined solely by Director, of services and activities set forth in this Agreement, City agrees to reimburse DreamVoice an amount not to exceed ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00) for the purpose of undertaking and completing the Event and the Scope of Services as described in Exhibit A. It is understood that the amount reimbursed by City is not the entire amount required by the Scope of Services, however, it is the maximum amount to be contributed by City.

4.2 No additional fees or expenses of DreamVoice shall be charged by DreamVoice nor be payable by City. The parties hereby agree that all compensable expenses of DreamVoice have been provided for in the total payment to DreamVoice as specified in section 4.1 above. Total payments to DreamVoice cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to DreamVoice following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than DreamVoice, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by DreamVoice pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by DreamVoice.

5.2 DreamVoice understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 DreamVoice and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 DreamVoice shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, DreamVoice shall retain the records until the resolution of such litigation or other such questions. DreamVoice acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require DreamVoice to return said documents to City prior to or at the conclusion of said retention.

6.3 DreamVoice shall notify City, immediately, in the event DreamVoice receives any requests for information from a third party, which pertain to the documentation and records referenced herein. DreamVoice understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon sixty (60) calendar days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should DreamVoice default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. DreamVoice shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If DreamVoice fails to cure the default within such fifteen (15) day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another DreamVoice to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new DreamVoice against DreamVoice's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Reserved.
7.4.2 Bankruptcy or selling substantially all of company's assets
7.4.3 Failing to perform or failing to comply with any covenant herein required
7.4.4 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, DreamVoice shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no

additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by DreamVoice, or provided to DreamVoice, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by DreamVoice in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at DreamVoice's sole cost and expense. Payment of compensation due or to become due to DreamVoice is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, DreamVoice shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by DreamVoice to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by DreamVoice of any and all right or claims to collect moneys that DreamVoice may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, DreamVoice shall cease all operations of work being performed by DreamVoice or any of its subcontractors pursuant to this Agreement.

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

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: Director
Office of EastPoint & Real Estate Services
P.O. Box 839966
San Antonio, TX 78283

If intended for DreamVoice, to:

DreamVoice, L.L.C.
Attn: Shokare Nakpodia
1160 E. Commerce, Suite 200
San Antonio, TX 78205

IX. [Reserved]

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, DreamVoice shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Office of EastPoint & Real Estate Services, which shall be clearly labeled "*DreamWeek Event*" 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 be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Office of EastPoint & Real Estate Services. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 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.

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

10.4 DreamVoice agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of DreamVoice herein, and provide a certificate of insurance and endorsement that names the DreamVoice and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of DreamVoice. DreamVoice 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.

10.5 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 required endorsements. DreamVoice shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within ten (10) days. DreamVoice shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Office of EastPoint & Real Estate Services
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

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

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

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

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

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

10.10 It is agreed that DreamVoice'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.

10.11 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.

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

XI. INDEMNIFICATION

11.1 **DREAMVOICE 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 DREAMVOICE's activities under this AGREEMENT, including any acts or omissions of DREAMVOICE, any agent, officer, director, representative, employee, DREAMVOICE or subcontractor of DREAMVOICE, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. DREAMVOICE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or DREAMVOICE known to DREAMVOICE related to or arising out of DREAMVOICE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at DREAMVOICE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving DREAMVOICE of any of its obligations under this paragraph.**

11.2 **It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by DREAMVOICE to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. DREAMVOICE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF**

THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

11.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by DREAMVOICE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. DREAMVOICE shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If DREAMVOICE fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and DREAMVOICE shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

11.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of DREAMVOICE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for DREAMVOICE or any subcontractor under worker's compensation or other employee benefit acts.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 DreamVoice shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of DreamVoice. DreamVoice, its employees or its subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that DreamVoice intends to use no subcontractors in the performance of this Agreement. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of San Antonio City Council (hereafter "City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of DreamVoice. City shall in no event be obligated to any third party, including any subcontractor of DreamVoice, for performance of services or payment of fees. Any

references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, DreamVoice may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, DreamVoice shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor DreamVoice, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should DreamVoice assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of DreamVoice shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by DreamVoice shall in no event release DreamVoice from any obligation under the terms of this Agreement, nor shall it relieve or release DreamVoice from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

DreamVoice covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that DreamVoice shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and DreamVoices; that the doctrine of respondent superior shall not apply as between City and DreamVoice, its officers, agents, employees, contractors, subcontractors and DreamVoices, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and DreamVoice. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the DreamVoice under this Agreement and that the DreamVoice has no authority to bind the City.

XIV. SBEDA (RESERVED)

XV. CONFLICT OF INTEREST

15.1 DreamVoice acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any

contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to the subsection above, DreamVoice warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. DreamVoice further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and DreamVoice, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. LICENSES/CERTIFICATIONS

DreamVoice warrants and certifies that DreamVoice and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE

DreamVoice shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXII. LEGAL AUTHORITY

The signer of this Agreement for DreamVoice represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of DreamVoice and to bind DreamVoice to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

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

XXV. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

EXHIBIT A: SCOPE OF SERVICES AND BUDGET

XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and **AGREED** to this the _____ day of _____, 2015 (the "Effective Date").

CITY:
CITY OF SAN ANTONIO

_____
Mike Etienne, Director
Office of EastPoint & Real Estate Services

DREAMVOICE L.L.C:

_____
Shokare Nakpodia, Creative Director

Approved as to Form:

_____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND BUDGET

MISSION:

DreamWeek's mission is to continue to advance and modernize the teachings set forth by Dr. Martin Luther King, Jr.'s vision by creating dialogue across cultures and communities.

WHEN:

Each year DreamWeek takes place in the week leading up to the country's largest MLK March. This year the summit will be held Friday, January 9 to Tuesday, January 20, 2015.

ADVANCING THE VOICES OF TOLERANCE, DIVERSITY & EQUALITY:

DreamWeek provides an environment for a global exchange of ideas through a series of keynote speaking engagements, mixers, workshops and celebrations that will foster discussions centered on universal issues. The summit will revolve around the following themes: City, Health, Youth, Environment, Technology, Education, Arts, Spirit, Justice, Business, Sports and Cuisine. Each event will inspire and motivate the community to action in creating a more tolerant and enlightened society.

As the world trends toward a more integrated landscape, there is a growing need for a vehicle to promote tolerance, interaction and exchange of ideas. Within this groundswell of emerging voices are ideas that may have a profound effect on the way we see our tomorrow, today. The power lies not in the activity of a rally or a mantra, but the interactions that lead to a greater knowledge of issues that touch our lives. San Antonio's quarter century status as host to the country's largest MLK March is proof that Dr. King's words and vision still live, and motivate.

DREAMWEEK
SAN ANTONIO, TX / JAN 8-19
2016

Projected Expenditure:

Administrative Expenses:	***10,000.00***
Equipment Rentals, Telephone, Licenses, Permits, Legal, Postage, Shipping, Credit Card Fees & Business Liability Insurance	
Contractor Labor / Volunteers	***90,000.00***
Partner Support & On-site Coordination x2	25,000
Partner Event Coordination x2	20,000
Photography	5,000
Videography	15,000
Graphic Designer / Web Developer	10,000
PR Consultant / Media Buyer	10,000
Volunteer Stipend	5,000
Partner Event Talent / Speakers / Artist Support*	***80,000.00***
Artist / Speaker *Honorarium & Fees*	70,000
To include six (6) guest speakers in the fields of Science & Technology, Education, Business, Politics, Arts & Human Rights...	
Travel & Accommodation	10,000
To include airfare, hotel accommodation, fuel reimbursement, travel allowance, insurance & other transport costs	

*Two Speakers for DreamVoice Opening Ceremony, Luncheon Presentation, & Four Disciplinary experts in the fields of Science & Technology, Education, Business, Politics, Arts & Human Rights

DREAMWEEK
SAN ANTONIO, TX / JAN 8-19
2016

Projected Expenditure (Cont.)

DreamVoice Events Costs:	***80,000***
Breakfast Opening Ceremony	20,000
To include venue, catering, entertainment, A/V equipment, sound system, insurance, security, lighting & DW program collateral	
Luncheon Presentation Event	15,000
To include venue, catering, entertainment, A/V equipment, sound system, insurance, security, lighting & DW program collateral	
Close-Out Freedom Party	45,000
To include venue, catering, entertainment, A/V equipment, sound system, insurance, security, lighting & DW program collateral	
Marketing & Advertising:	***150,000***
Website, E-blast, Social Media, SMS Marketing, Mobile App Development	20,000
Souvenir Book, Media & Sponsorships Overview Kits	30,000
Flyers, Brochures, Calendars, Posters, Banners, Onsite Signage, Step & Repeat Backdrop, Street Light Pole Banners, Netted Street Banners, Feather Flags	25,000
Radio/TV/Cable/ Print Publications/Billboard/Transit Posters/Digital/Online Blogs/Social Media	75,000
Promotions:	***35,000***
T-Shirts, Bumper Stickers, Pens, Stationary, Flyers, Caps, Balloons, Tote Bags, Buttons, Hoodies, Custom Water Bottles, Phone Case, Wristbands, Event Lanyards, Keychains, Neon Sunglasses, Headphones	

Attachment 11

STATE OF TEXAS	§	**AGREEMENT TO USE**
	§	**FUNDS OF THE**
COUNTY OF BEXAR	§	**CITY OF SAN ANTONIO**

This Agreement to Use Funds ("AGREEMENT") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation acting by and through its City Manager or designee pursuant to Ordinance No. 2015-10-15-0875 dated October 15, 2015 and the LIFTFUND INC., formerly Accion Texas Inc., (hereinafter referred to as "LIFTFUND"), a Texas non-profit corporation, by and through its President and CEO, both of which may be referred to herein collectively as the "Parties".

WHEREAS, LIFTFUND was founded in 1994 in San Antonio, Texas, with the mission of providing: (1) credit and financial services to small business owners who are typically minorities or women, and who do not have access to commercial loans; and (2) leadership and innovation to the micro-lending industry; and

WHEREAS, in support of this mission City Council has allocated and agrees to pay $250,000.00 to LIFTFUND for implementation of a loan buy down program (the "Program") which will provide reduced interest loans from $500 to $250,000 at 0% to qualifying small businesses and entrepreneurs and result in the creation of new full-time permanent jobs in the City; and

WHEREAS, Program participants must be located in or locating within the San Antonio city limits, with particular emphasis on qualifying business located in Highland Park, Denver Heights, and areas that would spur new businesses as a result in a World Heritage Designation; and

WHEREAS, the Program will be operated pursuant to the Loan Buy Down Program Guidelines and Procedures set out in Exhibit A; and

WHEREAS, CITY designates its Economic Development Department (hereafter referred to as "EDD") and its Director, (the "Director") to act for the City Manager in the evaluation and monitoring of this AGREEMENT, and work with the Department of Finance and other City departments, as appropriate; **NOW THEREFORE**:

The Parties hereto severally and collectively agree, and by the execution of this Agreement are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks described hereafter.

I. GENERAL PROVISIONS

1. LIFTFUND agrees by the execution of this AGREEMENT to comply with any and all provisions of this AGREEMENT and accept administrative and fiscal responsibility for the use and documentation of expenditures of funds provided by CITY.

2. LIFTFUND represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

3. The party signing this AGREEMENT for LIFTFUND represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of LIFTFUND and to bind LIFTFUND to all terms, performances and provisions herein contained.

4. In the event that a dispute arises as to the legal authority of either LIFTFUND, or the person signing on behalf of LIFTFUND, to enter into this AGREEMENT, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT. Should CITY suspend or permanently terminate this AGREEMENT pursuant to this paragraph, however, LIFTFUND shall be liable to CITY for any money it has received from CITY for performance of any of the provisions herein.

5. LIFTFUND understands that the funds provided pursuant to this AGREEMENT are funds which have been made available by CITY's General Fund and LIFTFUND will therefore comply with all rules, regulations, policies and procedures applicable to these funds as directed by CITY.

6. LIFTFUND and CITY agree that LIFTFUND is an independent contractor, that LIFTFUND shall be responsible to all parties for its respective acts and omissions, and that CITY shall in no way be responsible therefore, and that neither has authority to bind the other, or hold out to third parties that it has the authority to bind the other.

7. LIFTFUND understands and agrees that this AGREEMENT is subject to mutual termination. Therefore, either Party shall have the option of terminating this AGREEMENT by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

8. LIFTFUND understands and agrees that this AGREEMENT may be revised and updated by and at the discretion of the City Council. LIFTFUND therefore agrees that, at such time as any revisions are so made during the Term hereof, this AGREEMENT will be amended to include such revisions. In the event that LIFTFUND does not agree to any changes, LIFTFUND shall have the option of terminating this AGREEMENT by giving thirty (30) days written notice to CITY. LIFTFUND shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.

9. LIFTFUND understands and agrees that this AGREEMENT is subject to a general reduction in funding. If and when CITY implements a reduction in General Fund and/or expenditures, agreements funded by CITY's General Fund, including this AGREEMENT may, at CITY's option, be reduced in a like manner. CITY will attempt to provide LIFTFUND with as much advance notice of a potential funding reduction as is possible to allow LIFTFUND to make budget adjustments.

10. In no event shall CITY be liable for any expense of LIFTFUND not eligible or allowable under this AGREEMENT.

11. Should LIFTFUND fail to fulfill in a timely and proper manner the obligations under this AGREEMENT, as determined solely by the Director, or if LIFTFUND should violate any of the covenants, conditions or stipulations of this AGREEMENT, CITY shall have the right to terminate this AGREEMENT by sending written notice to LIFTFUND of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

    a. Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same, nor preclude CITY's termination right for successive breach of the same condition.

    b. Notwithstanding the above, LIFTFUND shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

    c. In addition to the above provisions, the City Council shall have the right to terminate this AGREEMENT at any time upon a finding by ordinance that LIFTFUND's activities, programs or operations no longer are in the best interest of the City of San Antonio or its citizens. Adequate provisions shall be made for LIFTFUND to be heard by the City Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.

12. Should this AGREEMENT be terminated by any Party for any reason and the program objectives not fully completed as stated in Section II of this AGREEMENT, as determined solely by CITY after consultation with LIFTFUND, LIFTFUND shall refund any and all unused funds either allocated and in possession of LIFTFUND or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to LIFTFUND under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to LIFTFUND.

13. Except as otherwise provided for pursuant to the provisions hereof, this AGREEMENT shall begin on October 1, 2015 and shall terminate on September 30, 2016 (the "Term"). This agreement may be extended at the option of CITY and LIFTFUND for additional terms, contingent upon appropriation of funds and approval of the City Council.

14. LIFTFUND shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent frauds and program abuse. CITY shall review, and LIFTFUND shall allow review of, LIFTFUND's system of internal administrative and accounting controls, as it deems necessary to ensure financial responsibility.

15. LIFTFUND warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon any other agreement or understanding for a commission, percentage, brokerage or contingent fee and further, that no such understanding or agreement exists, or has existed, with any employee of LIFTFUND or CITY.

16. LIFTFUND may leverage funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval of the Director.

17. LIFTFUND is authorized to publicly acknowledge that the City of San Antonio is supportive of the objectives as described in this AGREEMENT and has contributed to the cause of realizing such objectives.

18. LIFTFUND acknowledges that this AGREEMENT cannot be assigned without the express written consent of the Director.

II. SCOPE OF SERVICES AND FUNDING

1. LIFTFUND shall utilize up to Two Hundred Fifty Thousand Dollars and No cents ($250,000.00) provided by CITY for the funding of the Interest Buy Down Program.

2. The buy down program is a fee-for-services model whereby LIFTFUND will submit an invoice to the City quarterly for loans made during the previous quarter. Reports shall include demographics, geography, loan amounts, economic stimulus, and job retention and creation by the business.

    a. All such records shall continue to be available for inspection and audit for a period of five (5) years after the termination date hereof. However, if an audit or investigation of LIFTFUND begins during the course of this five-year period, then LIFTFUND is required to maintain said records until such time as the audit or investigation is completely finished.

b. LIFTFUND agrees that during the Term of this AGREEMENT, any duly authorized representative of the Economic Development Department shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this AGREEMENT.

c. The submission of falsified information or the failure to timely submit all information by LIFTFUND as requested by CITY is grounds for termination of this AGREEMENT.

3. LIFTFUND agrees to abide by the CITY's current Ethics Code or any amendment or revisions thereto. LIFTFUND will establish safeguards to prohibit anyone whose position is funded or partially funded by this AGREEMENT from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business or other ties. CITY may, at its option, cancel this AGREEMENT for any violation of this section.

4. LIFTFUND agrees to establish internal procedures that ensure employees funded or partially funded by this AGREEMENT have an established complaint and grievance policy.

a. Such grievance policy will include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.

b. In the event no complaint and grievance policy has been established, LIFTFUND will follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this AGREEMENT.

III. FISCAL MANAGEMENT

1. An accounting system using generally accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory.

2. LIFTFUND covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature including, but not limited to, personal or bodily injury, death and property damage made upon the CITY directly or indirectly arising out of, resulting from or related to LIFTFUND'S activities under this Agreement, including any acts or omissions of LIFTFUND, any agent, officer, director, representative, employee, consultant or subcontractor of LIFTFUND, 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 LIFTFUND AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LIFTFUND shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or LIFTFUND that is known to LIFTFUND, related to or arising out of LIFTFUND's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at LIFTFUND's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LIFTFUND of any of its obligations under this paragraph.

3. Upon completion or termination of the objectives as described in this AGREEMENT, any unused funds, rebates or credits must immediately be returned by LIFTFUND to CITY.

4. LIFTFUND shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

5. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, LIFTFUND will immediately refund such amount to CITY. LIFTFUND further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments, if any. The Director has the express authority to deduct such claims from subsequent reimbursements.

6. Audit Conditions and Requirements:

   a. CITY, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements, as opposed to certifications that the Balance Sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this AGREEMENT. Following thirty (30) days after a written request by City, LIFTFUND shall submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.

b. It is imperative any auditor performing an audit of LIFTFUND read the entire AGREEMENT, including all attachments, between the CITY and LIFTFUND, since the budget and financial compliance of the AGREEMENT is only a portion of the total contractual obligation.

c. All City-funded contracts and agreements, including this AGREEMENT, are subject to periodic audits at any reasonable hour of the day by CITY auditors. This includes the auditing of both LIFTFUND and its subcontractors related to this AGREEMENT.

d. If LIFTFUND expends fifty thousand dollars and no cents ($50,000.00) or more in funds provided by CITY during the Term of this AGREEMENT, then LIFTFUND shall furnish the Director and other City departments designated by the Director, with audited financial statements, prepared by an independent auditor (CPA), within one hundred and twenty (120) days of the close of LIFTFUND's fiscal year or within thirty days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review; audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from LIFTFUND stating whether or not the terms and conditions of the AGREEMENT were met. If the CITY determines, in its sole discretion, that LIFTFUND is in violation of the above requirements, the CITY shall have the right to dispatch auditors of its choosing to conduct the required audit and to have LIFTFUND pay for such audit. In addition, when LIFTFUND has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this AGREEMENT, the audit shall be conducted in accordance with the Single Audit Act Agreements of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.

7. LIFTFUND understands and agrees to abide by and adhere to applicable federal, state and CITY provisions regarding financial accounting.

IV. INSURANCE REQUIREMENTS

1. Prior to the commencement of any work under this AGREEMENT, LIFTFUND shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the CCDO, which shall be clearly labeled "LIFTFUND" 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 Risk Manager. 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. LIFTFUND's financial integrity is of interest to the CITY; therefore, subject to LIFTFUND's right to maintain reasonable deductibles in such amounts as are approved by the CITY, LIFTFUND shall obtain and maintain in full force and effect for the duration of this AGREEMENT, and any extension hereof, at LIFTFUND'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
2. Directors and Officers (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

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

5. As they apply to the limits required by the CITY, the CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). LIFTFUND 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. LIFTFUND shall pay any costs incurred resulting from said changes.

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

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

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;

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

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY.

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

7. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, LIFTFUND shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend LIFTFUND'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 LIFTFUND'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 LIFTFUND to stop work hereunder, and/or withhold any payment(s) which become due to LIFTFUND hereunder until LIFTFUND demonstrates compliance with the requirements hereof.

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

10. It is agreed that woe's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the CITY 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. LIFTFUND and any LIFTFUND subcontractors are responsible for all damage to their own equipment and/or property.

V. EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. LIFTFUND agrees to post in a conspicuous place available to employees, applicants for employment and contractors funded or partially funded under this AGREEMENT, notices to be provided by the contracting officer setting forth the provisions of this Nondiscrimination Clause.

2. LIFTFUND will, in all solicitations or advertisements for employees or contractors placed by or on behalf of LIFTFUND, state that all qualified applicants will receive fair consideration for employment or contract without regard to race, color, national origin, religion, sex, sexual orientation, gender identity, age, disability, veterans status or political belief or affiliation.

3. LIFTFUND agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Nondiscrimination Clause and any additional policies as may be required as a result of local, state or federal initiatives. LIFTFUND will furnish all information and reports requested by CITY and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

4. LIFTFUND covenants and agrees that LIFTFUND will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services at, on, or in the Facility, on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas. In the event of LIFTFUND's failure or refusal to comply with this Nondiscrimination Clause, this AGREEMENT may be canceled, terminated or suspended in whole or in part, and LIFTFUND may be debarred from further contracts with CITY.

VI. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

1. LIFTFUND further represents and warrants that:

   a. All information, data or reports heretofore or hereafter provided to CITY shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;

   b. Any supporting financial statements heretofore or hereafter provided to CITY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of LIFTFUND on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of LIFTFUND;

   c. No litigation or proceedings are presently pending or threatened against LIFTFUND or, if pending, have been disclosed by LIFTFUND in writing to CITY;

   d. None of the provisions contained herein contravene or in any way conflict with the authority under which LIFTFUND is doing business, or with the provisions of any existing indenture or agreement of LIFTFUND;

e. LIFTFUND has the legal authority to enter into this AGREEMENT and accept payments hereunder, and has taken all necessary measures to authorize such execution of AGREEMENT and acceptance of payments pursuant to the terms and conditions hereof; and

f. None of the assets of LIFTFUND are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by LIFTFUND to CITY.

VII. LEGAL/LITIGATION EXPENSES

1. Under no circumstances shall the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY. LIFTFUND must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any adversarial proceeding against any other governmental entity or any other public entity.

2. During the term of this AGREEMENT, if LIFTFUND files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate if it is found that LIFTFUND has violated this Article.

3. LIFTFUND, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remain unresolved.

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

VIII. CHANGES AND AGREEMENTS

1. Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by agreement in writing executed by both CITY and LIFTFUND, as authorized by City Council and the Board of the LIFTFUND. Notwithstanding the foregoing, the Director may execute amendments that do not relate to the City's funding under this AGREEMENT.

2. It is understood and agreed by the Parties that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this AGREEMENT and that any such changes shall be automatically incorporated into this AGREEMENT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

IX. SEVERABILITY OF PROVISIONS

If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the CITY Charter, CITY Code or ordinances of the CITY of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this AGREEMENT that is invalid, illegal or unenforceable, there be added as a part of this AGREEMENT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

X. NON-WAIVER OF PERFORMANCE

1. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this AGREEMENT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by any Party hereto of any provision of this AGREEMENT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

2. No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy available to CITY hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

3. No representative or agent of CITY may waive the effect of the provisions of this Article.

XI. SPECIAL CONDITIONS

1. All LIFTFUND invoices or reports regarding eligible expenditures pursuant to this AGREEMENT must be submitted by LIFTFUND to the CCDO no later than thirty (30) days proceeding the following quarter after LIFTFUND incurs the expense.

2. LIFTFUND understands and agrees that LIFTFUND is required to refund money, pursuant to 80(R) HB 1196, that LIFTFUND has received from CITY through this AGREEMENT, in the event of LIFTFUND's conviction of knowing]y employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per

month until the time of such repayment from the date of final conviction.

XII. ENTIRE AGREEMENT

This AGREEMENT constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

XIII. NOTICE

1. For purposes of this AGREEMENT, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:
Director
Economic Development
Department
P.O. Box 839966
San Antonio, TX 78283-3966

City Attorney's Office
Commerce & Visitor's
Services Division
City Hall, 3rd Floor
San Antonio, Texas 78205

and

LIFTFUND:
Executive Director
2007 West Martin Street
San Antonio, Texas 78207

2. Notice of changes of address by any Party must be made in writing and delivered (or mailed, registered or certified mail, postage prepaid) to the other Party's last known address within five (5) business days of such change.

XIV. PARTIES BOUND

This AGREEMENT shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

XV. GENDER

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

XVI. RELATIONSHIP OF PARTIES

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

XVII. TEXAS LAW TO APPLY

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

XVIII. CAPTIONS

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

EXECUTED IN TRIPLICATE ORIGINALS this _____ day of _____, 2015.

CITY OF SAN ANTONIO

_____

Lori Houston
Assistant City Manager

LIFTFUND

_____

Janie Barrera
President & CEO

ATTEST:

_____

Leticia Vacek
City Clerk

APPROVED AS TO FORM:

_____

Veronica M. Zertuche
Deputy City Attorney

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Assistant City Manager

LIFTFUND

_____

Jaime Barrera
President & CEO

ATTEST:

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Leticia Vacek
City Clerk

APPROVED AS TO FORM:

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Veronica M. Zertuche
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City Clerk

APPROVED AS TO FORM:

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Veronica M. Zertuche
Deputy City Attorney

Attachment 12

ATTACHMENT 12
FISCAL YEAR 2016 BUDGET AMENDMENTS
AUTHORIZED POSITIONS

	General Fund Fund Authorization	Addition	Total Authorization
Code Enforcement Services	143	3	146
Government and Public Affairs	72	1	73
Health	110	6	116
Parks & Recreation	427	1	428
TOTAL	**752**	**11**	**763**