

AN ORDINANCE 2013 - 01 - 10 - 0011

**AUTHORIZING THE ACCEPTANCE OF A GRANT IN AN AMOUNT UP TO \$166,000.00 FROM THE CITIES FOR FINANCIAL EMPOWERMENT FUND FOR THE SUPPORT AND COORDINATION OF THE ESTABLISHMENT OF TWO FINANCIAL EMPOWERMENT CENTERS; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH FAMILY SERVICE ASSOCIATION AND UNITED WAY; AND AUTHORIZING A PERSONNEL COMPLEMENT OF ONE GRANT-FUNDED POSITION IN THE DEPARTMENT OF HUMAN SERVICES.**

\* \* \* \* \*

**WHEREAS**, the Cities for Financial Empowerment (CFE), a coalition of municipal governments, has partnered with Living Cities, a philanthropic collaborative of twenty-two foundations and financial institutions, to establish the CFE Fund, which supports municipal efforts to improve the financial stability of households by leveraging opportunities unique to local government; and

**WHEREAS**, in 2012, Living Cities CFE Fund and Bloomberg Philanthropies partnered to provide support to five cities for the implementation of the Financial Empowerment Center (FEC) model for a three-year period; and

**WHEREAS**, on August 17, 2012, the City submitted an application in partnership with Family Service Association and United Way, outlining plans to implement two FEC models in the City: at the Claude Black Community Center on the eastside and at The Neighborhood Place on the westside; and

**WHEREAS**, on November 26, 2012, the City was notified that it was one of the five cities awarded funds for a three-year grant period to implement the two financial centers; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager, or her designee, or the Interim Director of the Department of Human Services (DHS), or her designee, is hereby authorized to accept grant funds in an amount up to \$166,000.00 from the Cities for Financial Empowerment (CFE) Fund for support and coordination of the establishment of two Financial Empowerment Centers. A copy of the grant award letter is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** The City Manager, or her designee, or the Interim Director of DHS, or her designee, is authorized to execute a Memorandum of Agreement with Family Service Association and United Way in connection with the CFE grant. A copy of the Memorandum of Agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment II**.

**SECTION 3.** The City Manager, or her designee, or the Interim Director of DHS, or her designee, is further authorized to execute any and all necessary documents to effectuate the acceptance of the CFE grant.

**SECTION 4.** Funds generated by this ordinance in an amount up to \$166,000.00 will be deposited and appropriated into Fund 29838000, Internal Order 838000000005 and General Ledger 4502220. The proposed budget, which is attached hereto and incorporated herein for all purposes as **Attachment III** is approved and adopted for entry in the City books.

**SECTION 5.** The personnel complement, which is attached hereto and incorporated herein for all purposes as **Attachment IV**, is approved.

**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 7.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

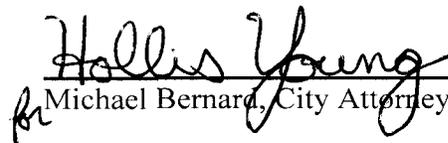
PASSED AND APPROVED this 10th day of January, 2013.

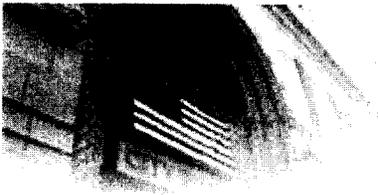
  
M A Y O R  
Julián Castro

ATTEST:

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

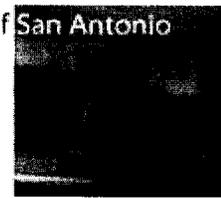
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Bernard, City Attorney



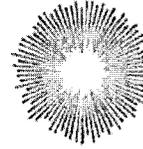
Request for  
**COUNCIL**  
ACTION

City of San Antonio



## Agenda Voting Results - 14

<b>Name:</b>	14						
<b>Date:</b>	01/10/2013						
<b>Time:</b>	10:08:00 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the acceptance of a grant and program budget in the amount of \$166,000.00 from the Cities for Financial Empowerment Fund for support and coordination of the establishment of two Financial Empowerment Centers; authorizing a Memorandum of Agreement between the City, Family Service Association, and the United Way; and authorizing a personnel complement of one grant-funded position in the Department of Human Services. [Gloria Hurtado, Assistant City Manager; Melody Woosley, Interim Director, Human Services]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x			x	
Ray Lopez	District 6		x				
Cris Medina	District 7		x				x
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				



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The Skillman Foundation

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Ben Hecht

November 20, 2012

Gloria Hurtado  
Director, Department of Human Services  
City of San Antonio  
P.O. Box 839966  
San Antonio, TX 78283-3966

Re: Grant No. 13-83-71-G-451

Dear Gloria:

I am pleased to inform you that Living Cities has awarded the City of San Antonio (the "Grantee") a grant of \$498,000 to implement the Financial Empowerment Center model in partnership with the City's Nonprofit Partner(s) Family Service Association and the United Way of San Antonio and Bexar County (the "Nonprofit Partners"). The terms and conditions of this grant agreement are outlined below. Your signature at the end of this agreement indicates that you, as an agent of your organization, have read, understood and agreed to these terms.

**Grant Agreement**

- 1. Use of Grant:** The Grant is to be used only for the purposes outlined in your Phase 2 Financial Empowerment Center proposal dated August 20, 2012 and in accordance with the specific allocations identified in the grant budget included in Attachment F: Grantee Budget. The work detailed in your grant proposal should be executed in accordance with Attachment A: City Scope of Services.
- 2. Administration of Grant:** Living Cities hereby appoints The CFE Fund as agent for the administration of this Agreement such that the Grantee may rely upon the direction and instruction from the CFE Fund as having the authority of Living Cities.
- 3. Grant Period:** This is a three-year grant. The Grant term will begin on November 26, 2012 and end on November 26, 2015. Any funds not used by the end of the grant period toward the purposes of this grant will be returned to Living Cities within 45 days after the end of the grant period.
- 4. Payment of Grant:** The Grant will be paid in annual installments of \$166,000. However, Living Cities may elect to move to a semi-annual payment schedule. Living Cities' ability to pay out this grant is dependent on the timely receipt of grant funding from institutional grantors. In the event that Living Cities has not received sufficient or timely funding from these grantors, Living Cities may elect to postpone, reduce, or eliminate this award prior to disbursement.

**5. Conditions of Disbursement of Grant:** The first grant installment will be disbursed to the Grantee upon the fulfillment of the following conditions:

- (a) Receipt by Living Cities a countersigned copy of this agreement, including Schedule A.

The second and third grant installments will be disbursed to the Grantee upon the fulfillment of the following conditions:

- (b) Receipt and approval of the Grantee's proposed budget and work plan for the upcoming year (noting and justifying any changes from the previous year's budget); and
- (c) Timely receipt of all Grantee reports; payments will be processed following the submission and approval of the Grantee's third quarter report (due on October 15<sup>th</sup>) for the current year.

**6. Covenants:** During the term of this grant, the Grantee is expected to adhere to the terms and conditions below and to account for the adherence of any sub-grantees under this agreement. Failure to adhere to these conditions will constitute an act of default and result in the return of part or all of the grant funds to Living Cities. In such a case, Living Cities will determine in its sole and absolute discretion the percentage of the grant to be returned. Cessation or reclamation of grant funding by Living Cities may also result in your organization's elimination from consideration for investment from Living Cities in any other form. In the event that Living Cities terminates the Grant as provided herein, the Grantee shall return Grant funds to Living Cities within the time period specified by Living Cities upon termination.

During the grant term and beyond as applicable, the Grantee and its sub grantees under this agreement agree to:

**(a) Coordinate the overall implementation of the program.** The Grantee will oversee and direct the work of all partner organizations including its nonprofit, referral, integration and training partners. In particular, the Grantee will monitor and manage the Nonprofit Partner(s) to ensure proper implementation and ongoing model fidelity and will serve as the main point of contact with Living Cities. The Grantee and its Nonprofit Partner(s) will draft and sign a Memorandum of Understanding (MOU) outlining this agreement.

**(b) Adhere to the uses of the Grant detailed in the Grantee's Phase 2 Financial Empowerment Center Proposal dated August 20, 2012.** This grant is made only for the purposes of implementing the Financial Empowerment Center model as detailed in the proposal the Grantee has submitted, following model requirements provided by Living Cities. Any grant funds not expended or committed for these purposes within the grant period will be returned to Living Cities. Any prospective changes in the use of this grant totaling over five percent of the total grant amount must be submitted in writing to and approved by Living Cities.

In addition, the Grantee is expected to meet the milestones and outcomes stated in the proposal and in the Scope of Services (Attachment A) within the specified timeframe and in accordance with the Grantee's proposed budget. The Grantee is also responsible for ensuring that its Nonprofit Partner(s) achieves the milestones and outcomes stated in its proposal. Any material changes in the Grantee's or its

Nonprofit Partner's milestones, outcomes or timeframe should be reported to Living Cities at the earliest reasonable opportunity. Living Cities will decide in its sole and absolute discretion whether any delays in meeting milestones, outcomes constitute a violation of this covenant, and thus an event of default.

The Grantee will provide immediate written notification to Living Cities if significant changes or events occur during the term of the grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's or Nonprofit Partner's management personnel, loss of funding or other extenuating circumstances which could affect the Grantee or Nonprofit budgets. Living Cities, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.

**(c) Maintain its tax-exempt status and all authorizations, filings, exemptions, etc. required to perform its duties within and outside this agreement.** The Grantee also agrees to immediately provide any correspondence from the IRS or other related agencies regarding the above.

**(d) Cooperate in the monitoring, evaluation and reporting of work.** Given Living Cities learning goals for the initiative, the Grantee, along with its sub-grantees and partners, will cooperate in a timely and accurate reporting of program process, outputs and outcomes. The Grantee is responsible for ensuring proper data collection, data sharing, monitoring, evaluation and reporting across all partners. The Grantee will lead the reporting efforts, and will work with partners to gather all necessary information to adhere to the CFE Fund reporting requirements detailed in the Grantee Scope of Services.

The reporting schedule is as follows:

- (i) April 15, 2013 – Year 1, Q1 data report
- (ii) July 15, 2013 – Year 1, Q2 data report/semi-annual narrative/financial report
- (iii) Oct. 15, 2013 – Year 1, Q3 data report
- (iv) Jan. 15, 2014–Year 1, Q4 data report/semi-annual narrative/financial report
- (v) April 15, 2014 – Year 2, Q1 data report
- (vi) July 15, 2014- Year 2, Q2 data report/semi-annual narrative/financial report
- (vii) Oct. 15, 2014 - Year 2, Q3 data report
- (viii) Jan. 15, 2015 – End-of-grant-period report

Information in the semi-annual reports will include but is not necessarily limited to:

- (i) Narrative responses to questions provided in Attachments C and D and other questions on the overall state of the program as determined by Living Cities;
- (ii) Progress in achieving outcomes as outlined in Attachments C, D and E;
- (iii) Expenditures against project budget;
- (iv) Resources leveraged against the Living Cities funds; and
- (v) Any material operational or strategic shifts.

In addition to the quarterly and semi-annual reports outlined above, Living Cities expects to use the following means to track outcomes:

- (i) Site visits: Site visits may be conducted during the course of the grant period. These visits will be used to facilitate monitoring of project progress

and also to support other Living Cities purposes. Living Cities may also use these site visits to facilitate the education and cross-fertilization of ideas across cities and partners.

- (ii) End-of-grant-period report: This report must be submitted to Living Cities no more than 30 days after the end of the grant period. It will include but is not limited to: 1) a narrative account of what was accomplished by the expenditure of funds, including progress towards achieving the goals of the grant; and 2) a financial accounting, which includes a statement by the responsible financial officer of the Grantee certifying the accuracy of the report. Guidelines for the end-of-grant-period report will be provided by the CFE Fund.
- (iii) Interactive and Ongoing Learning Network: The Grantee will be required to participate in a Learning Network facilitated by the CFE Fund. Learning Network activities will include but are not limited to: an annual conference, contributions to written reports and communications pieces, and ongoing sharing of best practices and implementation lessons through a variety of methods.
- (iv) Outside evaluation: Living Cities may elect to engage an outside evaluator to work with the Grantees to evaluate and capture knowledge and learnings during and after the grant period. The goal of this process is to ensure that system-wide impact is maximized and institutionalized, as well as better understand approaches that can be applied by other municipalities.

Living Cities and its institutional investors reserve the right to use and publish any information furnished by the Grantee or its sub-grantees, provided that Living Cities gives appropriate credit to the Grantee as the provider of this information.

- (f) Adhere to the Living Cities financial compliance stipulations.** The Grantee will maintain financial records to clearly account for the grant funds from Living Cities and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific grant expenditures and make these records available to the Living Cities upon request.

Living Cities reserves the right to audit the Grantee's financial and other records to ensure the proper utilization of its grant funds. During and at least three years following the end of the grant term, the Grantee will be expected to maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of Living Cities grant funds.

- (g) Adhere to the CFE Fund's marketing and communications guidelines.** Preliminary guidelines for marketing and communications are provided in the attached Scope of Services; the CFE Fund will distribute an official Marketing and Communications Guidelines to all Grantees.

The Grantee agrees to acknowledge the CFE Fund in all appropriate materials and events including but not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The CFE Fund will

provide specific communication protocols including language for recognizing the CFE Fund in text and logo format. Grantee shall provide to the CFE Fund final copies of all printed materials as part of the semi-annual progress reports.

Any public announcements intended for media or public purposes must be coordinated with and approved by the CFE Fund prior to release.

The Grantee and its Nonprofit Partner may not publicly announce the receipt of this grant or its details until the CFE Fund and its institutional investors have made their official announcement. Prior to the official announcement, the Grantee may use the language below for the purposes of recruitment and other administrative purposes.

*The Financial Empowerment Centers program is part of a national effort to improve the financial stability of households by integrating high-quality, one-on-one financial education and counseling into existing public and nonprofit programs to achieve multiple outcomes for clients. Financial Empowerment Centers are located in areas with high concentrations of poverty and financial distress. Counseling services are conducted by trained and accredited professionals and are available to the public, free of charge*

Receipt of this grant agreement provides Living Cities the right to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, Living Cities will share these materials with the Grantee prior to publication. The Grantee and its sub-grantees will be expected to cooperate in any public education or outreach effort undertaken in connection with this grant, which may include efforts to attract additional resources to the Financial Empowerment Centers replication program and other CFE Fund programs.

**(h) Adhere to the following prohibitions on the use of the Grant.** Under no circumstances the Grantee or any other organization receiving Living Cities' grant funds use these funds directly or indirectly for the following purposes or activities:

- (ii) Make a grant to an individual for travel, study or other similar purpose, as described in section 4945(d)(3) of the Internal Revenue Code;
- (iii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-grants to any entity that engages in these activities;
- (iv) Influence legislation, especially for the benefit of Living Cities or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation; and
- (v) Any other purposes outside your proposal without express written permission from Living Cities.

**7. No rights of Assignment or Delegation.** The Grantee may not assign or otherwise transfer its rights, or delegate any of its obligations, under this agreement.

**8. Compliance with Anti-Discrimination Rules.** In its use of grant funds provided by Living Cities, and in the course of all development, marketing and operation activities,

the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

**9. Governing Law.** This Grant Agreement is governed by, and will be construed in accordance with, the Laws of the State of New York.

**10. Amendment of Term of Grant.** Living Cities shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of the Grant. Amendments to the Grant shall be made only after (i) Living Cities has received written request from the Grantee stating the nature of the amendment request, and (ii) Living Cities has executed a written agreement describing the terms of the amendment.

**(11) Countersignature Required.** If this agreement correctly sets forth your organization's understanding of the terms and conditions of the grant, please countersign and date both copies in the space provided below. Please return one copy of the signed agreement to:

David N. Lafleur  
Director of Finance and Administration  
Living Cities  
1040 Avenue of the Americas, Floor 17  
New York, NY 10027

If a signed Grant Agreement is not received within 45 days from the date of this letter, this Grant is subject to cancellation by Living Cities.

The program contact for this grant is Anne Emig, and can be reached with questions at [aemig@cfefund.org](mailto:aemig@cfefund.org). Communications regarding current administration arrangements for this grant should be made with David N. Lafleur, Director of Finance and Administration, at [dlafleur@livingcities.org](mailto:dlafleur@livingcities.org) or at 646-442-2211.

Congratulations on receiving this award, and thank you for your efforts to advance work in the field of Financial Empowerment.

Sincerely,



Bennett L. Hecht  
President and CEO  
Living Cities

Countersigned

\_\_\_\_\_  
Gloria Hurtado  
Director, Department of Human Services  
City of San Antonio

\_\_\_\_\_  
Date

cc: Richard Keith

**Memorandum of Agreement  
Between the City of San Antonio,  
Family Service Association of San Antonio, Inc., and  
United Way of San Antonio and Bexar County**

**I. Parties to the Agreement**

- A. City of San Antonio (“City”), a Texas Municipal Corporation, as local oversight coordinator (“Coordinator”)
- B. Family Service Association of San Antonio, Inc (“Family Service”), as a Non-profit Partner (“Partner”)
- C. United Way of San Antonio and Bexar County (“United Way”), as a Non-profit Partner (“Partner”)

**II Purpose of Agreement**

The purpose of this Memorandum of Agreement (“Agreement”) is to coordinate efforts between the Parties to implement the Living Cities’ Center for Financial Empowerment Initiative (“Initiative”) funded by the Living Cities grants, and to provide seamless integration of free financial counseling services with existing City and community services to San Antonio area residents. The parties agree that their common goal is to:

- A. Coordinate efforts between the parties to provide financial counseling services to the residents of San Antonio and Bexar County at two community centers (“Centers”): the City’s Claude Black Community Center and Family Service’s Neighborhood Place;
- B. Increase the financial literacy of the low-income residents of San Antonio and Bexar County;
- C. Discover and promote the long-term sustainability of the Cities for Financial Empowerment model;
- D. Create referral systems and service linkages with other City and community services including, but not limited to, utility bill assistance, housing counseling, free tax preparation, and benefits enrollment; and
- E. Enhance cooperation between the above named parties.

**III. Term and Review of Agreement**

This Agreement shall be in full force and effect beginning from November 26, 2012 through November 26, 2016. Any modifications to the terms hereof shall be by

amendment, in writing, and executed by all Parties. The Parties agree to comply with all applicable laws and regulations.

#### **IV. Authority**

- A. The City is authorized pursuant to Ordinance No. \_\_\_\_\_, passed and approved on \_\_\_\_\_, to enter into this Agreement.
- B. Family Service is authorized pursuant to signature by President and CEO.
- C. United Way is authorized pursuant to signature by President and COO.
- D. Living Cities has awarded the City of San Antonio a grant, per Grant No. 13-83-71-G-451, to implement the Financial Empowerment Center model in partnership with City's Partners, Family Service per Grant No. 13-83-71-G-452 and United Way per Grant No. 13-83-71-G-453.

#### **V. Program Descriptions**

- A. **The Cities for Financial Empowerment** ("CFE") Coalition provides leadership and guidance to cities with areas of high concentrations of poverty and financial distress to improve the financial stability of households by integrating high-quality, one-on-one financial education and counseling into existing public and nonprofit programs and social service delivery systems. The Coalition established the Living Cities' CFE Fund to support the Financial Empowerment Center model, the first national financial empowerment project, for which San Antonio is one of five cities selected to participate.
- B. **The City of San Antonio (City)** will serve as the Coordinator for the Living Cities' Financial Empowerment Center Initiative, and will coordinate all efforts between itself and its Partners, Family Service and United Way. The City of San Antonio leverages resources to strengthen individual and family stability through a wide array of services such as Head Start, childcare support, senior nutrition, and homelessness prevention.
- C. **Family Service Association of San Antonio, Inc.** will serve as a Partner with the City to achieve the Initiative. Family Service has a history of promoting family financial stability and asset building, by providing an array of services through community collaborations with more than 200 community, faith-based and governmental entities that reduce family and community risk factors and build family and community protective factors.
- D. **The United Way of San Antonio and Bexar County** will serve as a Partner with the City to achieve the Initiative. It commits more than \$48.5 million annually to improving stability outcomes for children and families in the San Antonio area and

serves as the host organization for the Alamo City Coalition for Economic Self Sufficiency (ACCESS).

#### **VI. City of San Antonio Responsibilities**

**City agrees to coordinate and oversee the work of Partner organizations and provide the services as outlined in its grant proposal (“Proposal”) to Living Cities on August 20, 2012, and subsequent Grant Agreement, including but not limited to the following:**

- A. Serve as the main point of contact for all parties with Living Cities;
- B. Communicate with Living Cities regarding City and Partner performance and make recommendations regarding the performance and effectiveness of the Initiative and its Partners;
- C. Coordinate and manage the overall implementation of Initiative, as well as the operations of all parties, including programmatic design, partnership building, evaluation and reporting, so that the Centers are compliant with program protocols, outcomes and the fidelity of the CFE model;
- D. Coordinate proper and accurate data collection, data sharing, monitoring, evaluation and reporting across all parties. City will also work with Partners to gather all necessary information to adhere to grant reporting requirements and reporting schedule;
- E. Meet the milestones and outcomes in accordance with City’s Proposal, Scope of Services and Budget, within the timeframe approved by Living Cities. Any material changes to its own or its Partners’ milestones, outcomes or timeframe, or significant events which could potentially impact the progress or outcome, will be reported in writing to Living Cities at the earliest reasonable opportunity;
- F. Make available the Claude Black Community Center at no cost for financial counseling services to be provided by the United Way, according to City’s Proposal;
- G. Coordinate training for Partners and staff with Saber es Poder and San Antonio College, as outlined in City’s Proposal;
- H. Work with Partners to ensure that all Initiative employees and staff are properly trained on the Financial Empowerment Center model;
- I. Leverage public channels for marketing the Initiative, including the outreach and strategic referrals of clients to the Centers;
- J. Identify potential pathways for long-term sustainability of financial education in the community;

- K. Prepare programming reports for Initiative funders, and participate in regular calls, site visits and semi-annual reviews with the funders;
- L. Maintain financial records to clearly account for grant funds and proper expenditures in furtherance of the City's grant. City shall retain and maintain adequate records, separate from other accounts in its records, for a period of three (3) years following the end of the grant term showing proper utilization of grant funds, and make such records available to Living Cities upon request.

## **VII. Family Service Responsibilities**

**Family Service agrees to assist City in meeting its responsibilities as Coordinator, and will provide the services as outlined in its Proposal to Living Cities on August 13, 2012, and subsequent Grant Agreement, including but not limited to the following:**

- A. Provide financial counseling services at no cost at the Neighborhood Place according to its grant with Living Cities;
- B. Conduct community outreach and marketing for financial counseling services at the Neighborhood Place;
- C. Meet the milestones and outcomes within the timeframe stated in the organization's Proposal, Scope of Services and Budget. Any material changes to its milestones, outcomes or timeframe, or significant events which could potentially impact the progress or outcome, will be reported to City immediately. Significant events include changes in management personnel, loss of funding or other extenuating circumstances which may affect Family Service's budget;
- D. Maintain any financial records to clearly account for grant funds and proper expenditures in furtherance of the organization's grant, and upon request provide City with such information;
- E. Support the programmatic design and implementation of the Initiative at the Neighborhood Place, as outlined in its Proposal, including, but not limited to, tracking client intake and outcome data, overseeing client management and database systems, and working with community partners;
- F. Successfully complete and pass the credit-bearing course, a graded 45-hour (minimum) counselor training developed by Saber es Poder and San Antonio College; and
- G. Assist in the development and implementation of a sustainability plan of the Initiative with all parties.

### **VIII. United Way Responsibilities**

**United Way agrees to assist City in meeting its responsibilities as Coordinator, and will provide the services as outlined in its Proposal submitted to the City's Mayor Julian Castro on August 14, 2012, and subsequent Grant Agreement with Living Cities, including but not limited to the following:**

- A. Provide financial counseling services at no cost at the Claude Black Community Center according to its grant with Living Cities;
- B. Conduct community outreach and marketing for financial counseling services at the Claude Black Community Center;
- C. Meet the milestones and outcomes within the timeframe stated in the organization's Scope of Services and Proposal. Any material changes to its milestones, outcomes or timeframe, or significant events which could potentially impact the progress or outcome, will be reported to City immediately. Significant events include changes in management personnel, loss of funding or other extenuating circumstances which may affect United Way's budget;
- D. Maintain any financial records to clearly account for grant funds and proper expenditures in furtherance of the organization's grant, and upon request provide City with such information;
- E. Support the programmatic design and implementation of the Initiative at Claude Black Community Center, as outlined in its Proposal, including, but not limited to, tracking client intake and outcome data, overseeing client management and database systems, and working with community partners;
- F. Successfully complete and pass the credit-bearing course, a graded 45 hour (minimum) counselor training developed by Saber es Poder and San Antonio College; and
- G. Assist in the development and implementation of a sustainability plan of the Initiative with all Parties.

### **IX. Parties Joint Responsibilities**

- A. This Agreement and all applicable grant funds are for the purpose of implementing the Financial Empowerment Center Initiative model for which the grants have been awarded. Any grant funds not expended or committed for these purposes within the grant period will be returned to Living Cities.
- B. Any prospective changes over five percent (5%) of the total grant amounts must be submitted in writing to the City for approval by Living Cities.

- C. Parties agree to maintain their tax-exempt status, and all authorizations, filing, exemptions, other related classifications to perform its duties within this Agreement, and to provide to Living Cities any correspondence or other related information regarding changes in such status.
- D. Parties agree to cooperate in the timely and accurate monitoring, evaluation and reporting of program process, outputs and outcomes.
- E. Parties agree to adhere to the Living Cities financial compliance stipulations as described in their grant award letters.
- F. Parties agree to acknowledge the CFE Fund in all appropriate materials and events, and to follow CFE-provided protocol regarding the CFE Fund in text and logo format. Copies of all final printed materials will be provided to the CFE Fund. Public announcements intended for media or public purposes must be coordinated with and approved by the CFE Fund prior to release. Parties further agree to cooperate in any public education or outreach effort undertaken by Living Cities in connection with the Initiative.
- G. Parties agree to, under no circumstances, use grant funds directly or indirectly for any purpose outside of their written proposals and approved scopes of services, without express written permission from Living Cities.

**X. Independent Contractors**

- A. It is expressly understood and agreed that Parties are and shall be deemed to be independent contractors, responsible for their respective acts or omissions and that each Party shall in no way be responsible therefor, and that none of the parties hereto have authority to bind the others nor to hold out to non-contracting parties that it has the authority to bind the others.
- B. Nothing herein shall be deemed or construed by the parties hereto or by any non-contracting party as creating the relationship of employer-employee, principal-agent, or any other similar such relationship, between the parties hereto.
- C. Any and all employees of the individual parties, wherever located, while engaged in the performance of any work required under this Agreement shall be considered employees of that party only, and not of any other party, 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 that party.

**XI. Public Information and Records**

- A. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or

maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if a Partner receives inquiries regarding documents within its possession pursuant to this Agreement, the Partner 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 Partner shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of the Partner's receipt of such request.

- B. In accordance with Texas law, Partners acknowledge and agree 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, Partners agree that no such local government records produced by or on the behalf of Partners pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Partners. Partners acknowledge and agree that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Partners further agree to turn over to City all such records upon termination of this Agreement.

## **XII. Insurance**

- A. Each Partner shall be responsible for insuring its own employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, each Partner will attach a waiver of subrogation in favor of the City.
- B. Each party shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will any party be required to maintain any insurance coverage for any other party.

## **XIII. Indemnity**

- A. **PARTNERS covenant and agree 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 PARTNER activities under this AGREEMENT, including any acts or omissions of PARTNER, any agent,**

**officer, director, representative, employee, consultant or subcontractor of PARTNER 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 PARTNER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER LAW.**

- B. 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.**
- C. PARTNERS shall promptly advise the CITY in writing of any claim or demand against the CITY or PARTNER known to PARTNER related to or arising out of PARTNER's activities under this Agreement.**

#### **XIV. Compliance with Laws**

It is understood and agreed by Parties hereto, 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. Parties expressly agree to comply with all applicable federal, state, and local laws

**XV. Effect of Agreement**

By signing the Agreement, each party agrees to its terms. The signed Agreement, and amendments hereto, will be binding on all successors of parties to the Agreement.

**XVI. Signatures**

In witness of which this Memorandum of Agreement has been executed effective as of the date of each parties' signature. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement).

**For the City of San Antonio**

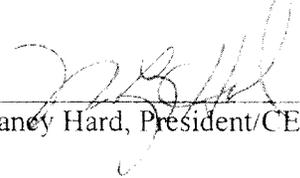
106 S. St. Mary's St., 7<sup>th</sup> Floor, San Antonio, Texas 78205

\_\_\_\_\_  
Melody Woosley, Interim Director  
Department of Human Services

\_\_\_\_\_  
Date

**For Family Service Association of San Antonio, Inc**

702 San Pedro, San Antonio, Texas 78212

  
\_\_\_\_\_  
Nancy Hard, President/CEO

  
\_\_\_\_\_  
Date

**For United Way of San Antonio and Bexar County**

700 South Alamo, PO Box 898, San Antonio, Texas 78293

\_\_\_\_\_  
Lyndon Herridge, President & COO

\_\_\_\_\_  
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106 S. St. Mary's St., 7<sup>th</sup> Floor, San Antonio, Texas 78205

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Melody Woosley, Interim Director  
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Lyndon Herridge, President & COO

\_\_\_\_\_  
Date

**2013 FEC Grant  
January 1 - December 31, 2013**

**REVENUES:**

4501100 Grants Federal - Operating  
**TOTAL REVENUES**

Budget
\$ 166,000
\$ 166,000

**APPROPRIATIONS:**

**13800000XXXX - FEC 2013**

5101010 Regular Salaries  
 5103005 FICA  
 5105010 Retirement Exp  
 5103010 Life Insurance  
 5104030 Flexible Benefits Contribution  
 5103056 Trans Allowance  
 5203040 Adv & Publications  
 5201025 Staff Training  
 5203090 Other 1:Transportation Fees  
 5302010 Other 2:Office Supplies  
 5501000 Other 3 : Cap <5000 - Comp Equ.  
 5501065 Other 4 : Cap <5000 - Furn & Fix  
 5202020 Other 5:Contractual Services

\$ 49,634
\$ 3,797
\$ 5,087
\$ 50
\$ 6,291
\$ 540
\$ 53,600
\$ 16,000
\$ 5,000
\$ 2,000
\$ 8,000
\$ 8,001
\$ 8,000
\$ 166,000

**TOTAL PROPOSED APPROPRIATIONS:**

\$ 166,000
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2013 FEC Grant  
January 1, 2013 - December 31, 2013

Personnel Complement

<u>Job Class</u>	<u>Position</u>	<u>Number Authorized</u>	<u>Added/Deleted</u>	<u>Revised Authorized</u>
999	Senior Management Analyst	1	0	1
Total Positions		<u>1</u>	<u>0</u>	<u>1</u>